



AGENDA

Revised

Added COVID.1, HACC.1, A.6, B.3, B.4, B.5, B.6, C.2, E.1, E.2, F.1, G.1, G.2

Thursday, May 20, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-27

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**

*****COVID Updates**

1. Eighth Addendum to Board Order No. 2021-09 Declaring a Local State of Emergency and Declaring Emergency Measures
- I. **HOUSING AUTHORITY BOARD DISCUSSION ITEMS** (The following items will be individually discussed by the Board only, followed by Board action.)
 1. Webster Road Redevelopment Project Update, Approval of Resolution 1954, and Closing Preparation
- II. **HOUSING AUTHORITY CONSENT AGENDA**
 1. Requesting approval to apply for and accept grant funding, if awarded, from the Meyer Memorial Trust to ensure Diversity, Equity and Inclusion Training for Public Housing Authority Leaders. Maximum grant award of \$172,000, no general funds are involved. – HACC
 2. Requesting approval to apply for a Public Housing Safety & Security (Crime & Safety) Grant. Maximum grant aware is \$250,000 and is granted from the US Department of Housing and Urban Development. No general funds are involved. – HACC

3. Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for a Full-time Case Manager for HACC Program Participants. Amendment will add \$105,000 for a contract total of \$275,000 with funding through Health Housing and Human Services general county funds. – HACC

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

1. Resolution _____ for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021. The effect is an increase in appropriations of \$8,055,479. (Elizabeth Comfort, Finance Department)
2. Resolution _____ for Exemption and Authorization to Use a Competitive Proposal Process to Obtain a P3 Project Company for the Courthouse Replacement Project (Gary Barth, County Administration)

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

A. Health, Housing & Human Services

1. Approval to Apply to Funding Opportunity OHA-5180-21 with Oregon Health Authority (OHA) for Increasing Community Access to Care Utilizing Measure 110 Funds. Estimated total to be more than \$150,000 with funding through the Oregon Health Authority. No general funds are involved. – Health Centers
2. Approval of Amendment #2 to the Intergovernmental Agreement with Oregon Health & Sciences University (OHSU) for the Oregon Care Coordination Program (CaCoon). This amendment would add \$89,977 with a contract maximum value is \$234,164. Funding through grants from Oregon Health Science University, no general funds are involved. – Public Health
3. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents. This amendment adds \$29,483 for a maximum agreement of \$125,389 and is funded through the older American act and ride connection pass through funds, no general funds are involved. – Social Services
4. Approval of Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Revenue contract maximum value of \$8,324,692.18 with funding through the State of Oregon and Oregon Health Authority. No general funds are involved. – Behavioral Health
5. Approval of Intergovernmental Agreement Amendment #2 with Clackamas County Circuit Court to provide Protective Order and Support Services. This amendment will add \$73,277 for a maximum value of \$225,439 with funding through US Department of Justice. No general funds are involved and no match is required. – CFCC

- *6. Approval for a Revenue Intergovernmental Agreement with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services for Job Placement and Job Retention Services. This is a revenue agreement with a maximum value of \$300,000. No general funds are involved.– Health Centers

B. Department of Transportation & Development

- 1. Approval of Intergovernmental Grant Agreement #34284 with the State of Oregon, acting by and through its Department of Transportation, Commerce and Compliance Division for Clackamas County Motor Carrier Personnel to perform Commercial Vehicle Inspections at State Weigh Stations- No Financial Impact, agreement only.
- 2. Approval of Board Order to Permit a Gate across Hofeldt Drive, a local access road. Application and processing fee received.
- *3. Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibility for a portion of Mapelane Court and Mapelane Road to the City of Oregon City. There is a one-time payment of \$29,384 with funding through the Community Road Fund. No general funds are involved.
- *4. Approval of Board Order _____ Vacating a Portion of Victory Road; permanent vacation of a portion of Victory Road right of way. No financial impact.
- *5. Approval of Resolution _____ Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Contract Paving: Webster Area Package Project and Authorizing Good Faith Negotiations and Condemnation Actions. Right of Way budget is \$32,209 with a total project cost is \$1,048,440. Funding through the Community Road Fund and County Road Fund. No general funds are involved.
- *6. Acceptance of an Access Easement and Maintenance Covenant for a storm system located at 13601 SE 178th Avenue. Establishment of an access easement and maintenance covenant. No financial impact.

C. Elected Officials

- 1. Approval of Previous Business Meeting Minutes – BCC
- *2. Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police (OSP) for use of the Public Safety Training Center (PSTC) Complex. This is a revenue agreement for \$10,000 annually. (Clackamas County Sheriff's Office)

D. Business & Community Services

- 1. Approval of State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County to provide additional funding for grants to the local small business community impacted by the COVID-19 pandemic. This amendment will add \$2,700,986.76 in relief fund dollars, making the total agreement value \$6,869,522.76 funded through the State of Oregon. No general funds are involved.

REMOVED ITEMS 1, 2 - *E. Technology Services

- *1. Approval for Amendment #1 for the Service Level Agreement between Clackamas Broadband eXchange and Allstream Business US. This is a monthly recurring cost for the connections of \$1,465 and a nonrecurring cost of \$98,500. This will be funded through the Clackamas Broadband eXchange budget and will be reimbursed by Allstream Business US. No general funds are involved.
- *2. Approval of an Amendment #4 between Clackamas Broadband eXchange and the State of Oregon. This is a monthly recurring cost for 2 new dark fiber laterals of \$510 and a nonrecurring cost of \$33,900. This will be funded through the Clackamas Broadband eXchange budget and will be reimbursed by the State of Oregon. No general funds are involved.

***F. County Administration**

- *1. Approval for Professional Services Contract for Research Justice Study for Communities of Color in Clackamas County with Coalition for Communities of Color. Total contract not to exceed \$300,000.00 with funding through General Funds and contributions from local governments and businesses. (Equity and Inclusion Office)

***G. Finance Department**

- *1. Approval of Amendment #3 to Contract #2369 with Earthworks Landscape Service, Inc. for the Grounds Maintenance & Repair Services. This amendment will add \$378,893.63 with a total contract of \$2,931,667.34. This is funded through the facilities maintenance program.
- *2. Approval of Public Improvement Contract with Johnson Controls, Inc. for the Brooks Building Rooftop Unit Replacement. The total contract value is \$302,072 with funding through the County Capital Projects Fund.

V. DEVELOPMENT AGENCY

- 1. Approval of Resolution _____ for a Clackamas County Development Agency Supplemental Budget (Less than Ten Percent and Budget Reduction) For Fiscal Year 2020-2021. The effect is an increase in appropriations of \$337,507 with funding through Urban Renewal – Tax Increment Financing.

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 1. Amendment No. 5 to the Interagency Agreement between North Clackamas Parks and Recreation District (NCPRD) and Health, Housing and Human Services (H3S) Social Services Division. This amendment increases the contract value by \$44,653 with a maximum contract value to \$446,020. This is funded through the Older American Act. No general funds are involved.

VII. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 8 to
RESOLUTION No. 2020 - 14
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1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. A Third Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on June 11, 2020, where the Board extended the declaration of emergency to July 31, 2020.
5. A Fourth Addendum to Resolution No. 2020-14 was approved by the Board of County Commissioners on July 23, 2020, where the Board extended the declaration of emergency to September 12, 2020, and imposed additional emergency measures numbered 13 and 14.
6. A Fifth Addendum to Resolution No. 2020-14 was approved by the by the Board of County Commissioners on September 10, 2020, where the Board extended the declaration of emergency to January 8, 2021.
7. A Sixth Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on December 17, 2020, where the Board extended the declaration of emergency to February 26, 2021.
8. A Seventh Addendum to Resolution No. 2020-14 was approved by the Board of County Commissioners on February 18, 2021, where the Board extended the declaration of emergency including all emergency measures, with the exception of measure 7, through to December 31, 2021.
9. By way of this Eighth Addendum to Resolution No 2020-14, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and that it is therefore necessary to impose an additional emergency measure.
15. Extension of Land Use Permits. The Board of County Commissioners may extend the permit expirations for land use approvals issued by the County provided the applicant can

demonstrate that any delays in completing the project are directly attributed to the COVID pandemic. The burden is on the applicant to demonstrate that the delay in project completion was attributed to the uncertain economic climate and other extenuating circumstances caused by the pandemic.

This extension applies only to county-issued land use permit approvals. Applicants requesting an extension shall file the completed application before the expiration of the County declared emergency set forth in Board Resolution 2020-14. If granted, extensions will continue through December 31, 2022. There is no application fee for a request for extension. Applicants are eligible for only one extension.

10. In March 2020, the Board of County Commissioners directed staff to waive late fees associated with obtaining dog licenses for a period up to 60 days after the expiration of the emergency declaration. County staff has since advised that the circumstances giving rise to the waiver request have abated and that the late fee waiver should be rescinded on July 6, 2021.

IT IS FURTHER ORDERED BY WAY OF THIS FOURTH ADDENDUM that:

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense;

All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency with the exception of measure 7 and that an additional emergency measure 15 as set forth above is added;

The late fee waiver for dog licenses is hereby rescinded effective July 6, 2021; and

That with this Eighth Addendum the emergency shall remain in effect until December 31, 2021.

DATED this 20th day of May 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Sitting/Acting as:
Board of Commissioners of the Housing Authority of Clackamas County

Policy Session Worksheet

Presentation Date: May 18, 2021 **Approx. Start Time:** 1:30pm **Approx. Length:** 30 min

Presentation Title: Webster Road Redevelopment Project Board Update and Closing Preparation

Department: Housing Authority of Clackamas County (HACC)

Presenters: Devin Ellin and Jill Smith

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Staff is providing an overview of the redevelopment project on 18000 Webster Road in Gladstone. The update will include an overview of the financing structure and the Guaranteed Maximum Price Agreement for the project.

Staff is seeking Board approval to place Resolution No. 1954 on consent agenda for May 20, 2021 confirming the Clackamas County Housing Authority Board's binding commitment to complete this project allowing the Webster Road Project to move forward on schedule.

EXECUTIVE SUMMARY:

Background

The Webster Road Redevelopment is the rehabilitation of a former congregate care facility into a mix of forty-eight studios (40) and SRO (8) units. The rehabilitated building will provide subsidized rent in all units allowing low income residents to have affordable rents that don't exceed 30% of their income. The tenant selection plan will target near-elderly (50 or older) households who have a history of residence in Gladstone. Twelve (12) of the units have a preference for people who meet the two previous preferences and are also experiencing homelessness or at risk of becoming unhoused and/or disabled. There will also be a preference for residents of Public Housing units being relocated due to a Public Housing repositioning process. Applicants for the 12 supportive housing units will be referred through the County's Coordinated Housing Access (CHA) waitlist.

Webster Road Redevelopment is a single-story wood-framed building originally constructed in the mid 1960's. It was previously used as a nursing facility and most recently as a teen rehabilitation facility. The 24,000 square foot wood-framed building has been vacant since 2017.

The Project is one that has been developed and refined by Carlton Hart Architecture as well as the Housing Developers at HACC. The project scope includes site demolition, earthwork, extensive landscaping, and parking lot modifications; the full abatement of hazardous materials including removal of all asbestos-containing materials; replacement of antiquated building systems such as the plumbing and heating systems; electrical and lighting upgrades to improve performance and energy efficiency; building code and accessibility upgrades; envelope upgrades including new insulation, weatherproofing, windows, doors, and exterior cladding; interior upgrades including new flooring, wall and ceiling finishes, plumbing fixtures, and lighting; upgrades to residential units including the addition of full bathrooms in every unit and full

kitchens or kitchenettes in most units; and renovation and redesign of common areas to best suit the proposed population. The building will be built to Earth Advantage Gold-level standards.

Activity Timeline

On June 6th, 2019, the Board of County Commissioners approved the Intergovernmental Agreement with Metro for the acquisition of the property using Metro Affordable Housing Bond resources with the understanding that HACC would apply for additional financing sources to complete the rehabilitation and modernization of the site. These additional sources include Metro Affordable Housing Bonds; Permanent Supportive Housing (PSH) resources; 4% Low Income Housing Tax Credits (LIHTC); Clackamas County HOME Funds, Project Based Section 8 (PSV) Vouchers and a Permanent Loan.

In July 2020, HACC staff updated the Board about the proposed financing plan and estimated total development costs (~\$18.4MM). On July 23rd, 2020 the board approved Omnibus Resolution No. 1948 authorizing the Housing Authority to execute applications and contract documents necessary to apply for County HOME funds, Permanent Supportive Housing funds, Metro Housing Bond Funding, and OHCS for an allocation of private activity bonds and 4% federal Low Income Housing Tax Credits (LIHTCs).

Through a competitive request for proposals, the HACC Development team sought and selected Tax Credit Equity and Construction financing from US Bank Community Development Corporation (USB CDC) and Permanent financing from Citibank.

On December 17th, 2020, HACC staff provided a project update and received approval of Omnibus Resolution No. 1952 which provided HACC authorization to enter into syndication documents, tax credit and bond documents, and construction and permanent loan documents.

During the February 2nd, 2021 HACC Development Update Policy Session, HACC staff provided an in-depth overview of the project to the Board, introducing the project, programming, financing and development schedule to our new board members.

Financial Closing

The project team has arrived at a point with our financing partners from Oregon Housing and Community Services (OHCS), Metro, US Bank Community Development Corporation (USB CDC), and Citibank where we have received authorizations to move forward with a financial closing. The project's total development cost is approximately \$19.4MM which includes a bank-mandated construction contingency of \$1.03MM (1% of construction budget for rehabs). Given the extent of the rehabilitation proposed and the thoroughness of the pre-construction inspections conducted, the project team expects to utilize this contingency to buy down the permanent loan at conversion, further reducing the overall total development cost.

The rehabilitation of Webster Road is a vital part of the Housing Authority's development strategy in meeting its goal of creating 1,200 new units of affordable housing and advances the County's goal to produce 812 Metro bond-funded units, of which 333 must be affordable for households with income levels at 30%AMI and below.

Staff is seeking Board guidance related to financial closing. A legal Resolution will be necessary to enable documents necessary for the financial closing to be authorized and admitted to the Webster Road Housing Limited Partnership reflecting Board support of the project.

Staff recommends the approval of Resolution No. 1954 which constitutes the County's binding commitment to complete this project and will allow the Webster Road Project to move forward on schedule.

Authorization for Approval of Resolution No 1954 Authorizing the Execution, Acknowledgement and Delivery of Closing Documents for the Webster Road Redevelopment Project:

Some **key** components of Resolution 1954 are as follows:

- Authorization to form the General Partner and Partnership and admit all partners and beneficial financing for the rehabilitation of the Webster Road Redevelopment Project to the Limited Partnership.
- Provides Delegation of Authority to the Chair of the Board of Commissioners of the Authority and the County Administrator of Clackamas County as Authorized Representatives, to act on behalf of the Authority in its own capacity as the Special Limited Partner, and as the sole member of the General Partner to finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized.

Guaranteed Maximum Price Agreement with Walsh Construction for the Webster Road Redevelopment Project:

Brought to Issues on December 17, 2019 and then to consent agenda on January 23, 2020, the HACC Board approved Procurement's request to Approve the Resolution 1952 for Exemption and Authorization to use the Request for Proposals Method to Obtain a Construction Manager/General Contractor for the Webster Redevelopment Project. Pursuant to this decision, an RFP process was initiated by County Procurement in May 2020. Walsh Construction was selected as the CM/GC for the Webster Road project on June 24, 2020. Under the guidelines of the A133 contract for CM/GC, negotiations were conducted collaboratively between Walsh Construction, County Counsel, and County Procurement.

The Guaranteed Maximum Price (GMP) establishes the maximum price Walsh may charge to perform the rehabilitation work. With the authority given in Resolution No. 1954, HACC can execute the final GMP contract once the exhibits are finalized but the contract value of Ten million two hundred ninety-six thousand three hundred twenty-one dollars (\$10,296,321) will remain unchanged.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the funding source?

Funding sources would include 4% Low Income Housing Tax Credits (LIHTC), Oregon Housing and Community Services Permanent Supportive Housing (PSH) Funds, HOME funds (Clackamas County), Metro Affordable Housing Bonds, Project-Based Section 8 Vouchers, Permanent Loan and Seller Financing

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
 - Sustainable and Affordable Housing
 - Efficient and Effective Services
- How does this item align with the County's Performance Clackamas goals?
 - By seeking authorization to enter into this Resolution, HACC will be able to access funds to pay for additional development of affordable housing throughout

Clackamas County, which aligns with the board priority of ensuring safe, healthy and secure communities.

LEGAL/POLICY REQUIREMENTS:

PUBLIC/GOVERNMENTAL PARTICIPATION:

This is the first Clackamas County project using Metro Housing Bond and Permanent Supportive Housing funding.

OPTIONS:

1. Approve the request to allow HACC to place the Resolution #1954 on the Housing Authority Board consent agenda for May 20 "as-is".
2. Ask staff to make suggested edits and place revised Resolution #1954 on consent agenda for May 20.

RECOMMENDATION:

Staff recommends that the Board select option 1, approve the request to allow HACC to place the Resolution #1954 on the Housing Authority Board consent agenda for May 20 "as-is".

ATTACHMENTS:

1. Resolution #1954
2. Draft Guaranteed Maximum Price Agreement with Walsh Construction

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Jill Smith @ 503-742-5336

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

In the Matter of Authorizing the Financing
and Related Matters, for the Webster Road
Project

RESOLUTION

NO. 1954

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WHEREAS, the Housing Authority of Clackamas County (“**Authority**”) works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes (“**ORS**”) 456.005 through 456.235; and

WHEREAS, ORS 456.120(18) provides that a housing authority may enter in a partnership agreement with or loan money to an individual, partnership, Housing Authority or other association to finance, plan, undertake, construct, acquire or operate a housing project; and

WHEREAS, ORS 456.065 defines “housing project” to include, among other things, “any work or undertaking ...to provide decent, safe, sanitary urban or rural housings for persons or families of lower income”; and

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, the Authority has determined that it is consistent with its purpose to rehabilitate a 48-unit multifamily rental project known as Webster Road Apartments (the “**Improvements**”) located at 18000 Webster Road, Gladstone, OR 97027 (the “**Property**”, and together with the Improvements, the “**Project**”); and

WHEREAS, the Project is currently owned by the Authority; and

WHEREAS, for the purpose of carrying out the Project, the Authority has formed and is the sole member and manager of HACC Webster Road, LLC , an Oregon limited liability company (the “**General Partner**”), which is a general partner of Webster Road Housing Limited Partnership, an Oregon limited partnership (the “**Partnership**”); and

WHEREAS, the Authority is the initial limited partner of the Partnership; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority and the Project to sell the Improvements and all related improvements, easements, rights, and privileges, belonging or appurtenant to such to the Partnership; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority and the Project to hold a note from the Partnership for a portion of the approximately **\$1,920,056** sales price (as such amount may change based on appraisal) of the Improvements in the amount of approximately **\$1,770,056** (the “*Seller Loan*”) (as such amount may change based on underwriting); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority and the Project to authorize the Authority to lease the Property to the Partnership pursuant to a ground lease (the “*Ground Lease*”), for a term and at a rental rate as shall be determined by any Authorized Representative (such determination to be conclusively demonstrated by the signature of any Authorized Representative on such document); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity and as sole member of the General Partner), the Partnership, and the Project to obtain a low-income housing tax credit (“*LIHTC*”) investment in the Partnership of approximately **\$6,461,285** (which amount may change based on underwriting) (the “*LP Investment*”) from U.S. Bancorp Community Development Corporation, a Minnesota corporation, and/or its successors or assigns (“*USBCDC*”) and to admit USBCDC as limited partner of the Partnership; and

WHEREAS, upon the admission of USBCDC as a limited partner of the Partnership, the Authority desires to reduce and retain its limited partnership interest in the Partnership as a special limited partner (the “*Special Limited Partner*”); and

WHEREAS, as part of the LP Investment, USBCDC requires that the current Agreement of Limited Partnership of the Partnership be amended and restated in its entirety to reflect the terms of the LP Investment (the “*Amended Partnership Agreement*”); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to take all actions reasonably necessary to facilitate the LP Investment in the Partnership by USBCDC by entering into all reasonably necessary agreements with USBCDC and the Partnership (collectively the “*Partnership Documents*”) and by taking such further actions as are reasonably necessary as to facilitate the LP Investment in the Partnership by USBCDC; and

WHEREAS, the Authority will be required to enter into a guaranty agreement in favor of USBCDC guarantying payment and performance of the obligations and duties of the Authority under the Partnership Documents; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the

Partnership, and the Project, to accept an award of LIHTC from the State of Oregon, acting by and through its Housing and Community Services Department (“**OHCS**”); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to enter into a 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement, 4% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants, 4% Tax Credit Allocation Indemnity and Hold Harmless Agreement, and such other documentation as may be reasonably required in connection with obtaining the allocation of LIHTC (collectively, the “**Tax Credit Documents**”); and

WHEREAS, the State of Oregon, acting through its Treasurer and OHCS (the “**Bond Issuer**”), Citibank, N.A., as funding lender (the “**Funding Lender**”), and U.S. Bank National Association, as fiscal agent (the “**Fiscal Agent**”), will execute and deliver a Funding Loan Agreement (the “**Funding Loan Agreement**”) pertaining to the loan made to the State of Oregon acting by and through its State Treasurer and Housing and Community Services Department (the “**Governmental Lender**”) by the Funding Lender (the “**Funding Loan**”), the proceeds of which will be loaned (the “**Borrower Loan**”) to the Partnership, to finance the acquisition, redevelopment, construction and equipping of the Project, pursuant to a Borrower Loan Agreement (the “**Borrower Loan Agreement**”), between the Governmental Lender and the Partnership. The Funding Loan will be evidenced by a Housing Development Revenue Note, 2021 Series P (Webster Road Apartments Project) (the “**Governmental Lender Note**”) in the approximate amount of **\$10,000,000**, which amount may change based on underwriting. The Partnership’s repayment obligations with respect to the Borrower Loan is evidenced by a Multifamily Note (the “**Borrower Note**”) in a like amount as the Governmental Lender Note, delivered to the Governmental Lender by the Partnership, which Borrower Note will be endorsed by the Governmental Lender to the Funding Lender as security for the Funding Loan.

WHEREAS, U.S. Bank National Association, a national banking association (the “**Construction Lender**”) has agreed to advance proceeds of a loan during construction of the Project in an approximate amount of **\$10,000,000** (the “**Construction Loan**”), which amount may change based on underwriting. The Construction Loan will be repaid with proceeds of the Borrower Loan, which will provide a portion of the permanent financing for the Project in the approximate amount of **\$4,700,000**, as such amount may change based on underwriting; and

WHEREAS, the Construction Loan and will be evidenced by those documents listed on **Exhibit A** attached hereto, and such other documentation as may be reasonably required in connection with the making of the Construction Loan to Partnership (collectively, the “**Construction Loan Documents**”); and

WHEREAS, the Authority deems it to be in the best interests of the Authority, as a guarantor of the Construction Loan, and as developer of the Project, to enter into any environmental indemnity, assignment and subordination of developer agreement, payment guaranty agreement and completion guaranty agreement which may be required by Construction Lender under the Construction Loan Documents; and

WHEREAS, in connection with the Construction Loan, the Authority deems it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner) to cause the Partnership to enter into a loan agreement, promissory note, mortgage, various assignments, subordination agreements, and any other agreement which may be required by Construction Lender in connection with the Construction Loan; and

WHEREAS, in connection with the Funding Loan, the Partnership, General Partner, and the Authority will be required to execute to execute the documents listed on **Exhibit A**, and such other documents as may be required by the Governmental Lender (together, the “**Note Documents**”); and

WHEREAS, in connection with the Borrower Loan, the Partnership, General Partner, and the Authority will be required to execute to execute the documents listed on **Exhibit A**, and such other documents as may be required by the Funding Lender (together, the “**Borrower Loan Documents**”); and

WHEREAS, the Authority deems it to be in the best interests of the Authority, as a guarantor of the Borrower Loan, and as developer of the Project, to enter into any environmental indemnity, assignment and subordination of developer agreement, payment guaranty agreement and completion guaranty agreement which may be required by Funding Lender under the Borrower Loan Documents; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to cause the Partnership to enter into such agreements as are reasonably necessary to obtain a loan in the approximate amount of **\$2,400,000** of Permanent Supportive Housing funds (the “**PSH Loan**”) from OHCS; and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to cause the Partnership to enter into such agreements as are reasonably necessary to obtain a loan in the approximate amount of **\$400,000** of HOME funds (the “**HOME Loan**”) from Clackamas County, a political subdivision of the State of Oregon, through its Community Development Division (the “**County**”); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to cause the Authority to enter into such agreements as are reasonably necessary to obtain an allocation of Metro bond proceeds in the approximate amount of **\$2,939,209**, as such amount may change based on underwriting, (the “**Metro Funds**”) from Metro, a metropolitan service district organized under the laws of the State of Oregon (“**Metro**”); and thereafter, to lend the proceeds of such grant to the Partnership for a term and at an interest rate as shall be determined by an Authorized Representative (such determination to be conclusively demonstrated by the signature of any Authorized Representative on such document); and

WHEREAS, Metro will require either the Partnership or the Authority, or both, to enter into one or more covenants (collectively the “**Metro Covenant**”) with the Authority or Metro, as the case may be, in connection with the loan of the Metro Funds to the Partnership, which such Metro Covenant will be recorded on the Project or the Property;

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to cause the Authority to utilize up to **\$650,000** in Section 18 Disposition funds (the “**Section 18 Funds**”) to fund pre-development expenditures for the Project;

WHEREAS, in connection with the use of the Section 18 Funds, the United States Department of Housing and Urban Development (“**HUD**”) requires that the Partnership enter into a restrictive covenant with HUD and the Authority (the “**Section 18 Covenant**”), which such covenant will be recorded on the Project;

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to cause the Authority to enter into an Agreement to Enter into Housing Assistance Payment Contract and a Housing Assistance Payment Contract (collectively the “**HAP Contract**”) to subsidize all units in the Project with Project-Based Section 8 rental subsidies;

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to engage the Authority as developer of the Project and to defer a portion of its developer fee for the benefit of the Project;

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to engage Home Forward, a public body corporate and politic of the State of Oregon (“**Home Forward**”) as the property manager and resident services provider for the Project.

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project to authorize the execution and delivery of certain agreements for architectural, construction, property management, and technical related services related to the Project (the “**Project Documents**”); and

WHEREAS, the Authority has determined it to be in the best interests of the Authority (in its individual capacity, as sole member of the General Partner, and as Special Limited Partner), the Partnership, and the Project for the Authority to assign to the Partnership certain Project Documents the Authority entered into prior to the admission of USBCDC as the limited partner.

NOW, THEREFORE, THE AUTHORITY IN ITS OWN CAPACITY, ITS SEPARATE CAPACITY AS THE SPECIAL LIMITED PARTNER, AND AS THE SOLE MEMBER AND MANAGER OF THE GENERAL PARTNER OF THE PARTNERSHIP, ADOPTS THE FOLLOWING RESOLUTIONS:

Section 1. Authorization to Form the General Partner and Partnership.

The Authority, in its own capacity, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the General Partner including but not limited to the following:

- a) A Certificate of Formation of the Partnership to be filed with the Secretary of State of the State of Oregon;
- b) An Operating Agreement with the Authority as the sole member;

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the Partnership including but not limited to the following:

- a) A Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of the State of Oregon identifying the General Partner as the general partner;
- b) An Agreement of Limited Partnership between the General Partner as general partner and the Authority as the initial limited partner.

Section 2. Approve Amended Partnership Agreement, Admission of USBCDC; Execution of Partnership Documents.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, a letter of intent relating to an anticipated Amended Partnership Agreement of the Partnership among the Authority (as Special Limited Partner), the General Partner, and USBCDC, in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

BE IT FURTHER RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Partnership Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the LP Investment by USBCDC, all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 3. Approve Sale of the Improvements to the Partnership.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the documents as reasonably may be required in connection with the sale of the Improvements to the Partnership all in the form and for a price approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 4. Approve the Seller Loan.

BE IT RESOLVED, that in connection with the sale of the Improvements, the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Seller Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the Seller Loan all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 5. Approve the Ground Lease.

BE IT RESOLVED, that any Authorized Representative is hereby authorized to execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Ground Lease for the Land with the Partnership as lessee and the Authority as landlord with such terms and conditions as any single Authorized Representative shall approve (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 6. Approve Funding Loan.

BE IT RESOLVED that the Funding Loan is approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Note Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the Funding Loan and Borrower Loan all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 7. Approve Borrower Loan.

BE IT RESOLVED that the Borrower Loan is approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Borrower Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the Borrower Loan all in the

form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 7. Approve Construction Loan.

BE IT RESOLVED, that the Construction Loan is approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Construction Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Construction Loan all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 8. Approve Tax Credit Documents.

BE IT RESOLVED that the LIHTCs are approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Tax Credit Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the issuance of the Governmental Lender Note all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 9. Approve Use of the Section 18 Funds for Pre-Development Expenses to the Partnership and Section 18 Covenant.

BE IT RESOLVED, that the Section 18 Funds are approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, such documents, including the Section 18 Covenant, as are required to evidence the use of the Section 18 Funds for pre-development expenses, all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such documents).

Section 10. Approve Receipt of the Metro Funds by the Authority.

BE IT RESOLVED, that the Metro Funds are approved and the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, such documents as are required to evidence and obtain the allocation of the Metro Funds all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 11. Approve Loan of the Metro Funds to the Partnership and Metro Covenant.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the Sponsor Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect), and such other documents, including the Metro Covenant, as required to evidence and secure a loan of the Metro Funds to the Partnership all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 12. Approve PSH Loan to the Partnership.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the PSH Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect), and such other documents as required to evidence and secure the PSH Loan to the Partnership all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 13. Approve HOME Loan to the Partnership.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the HOME Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect), and such other documents as required to evidence and secure the HOME Loan to the Partnership all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 14. Approve HAP Contract.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the documents necessary to close on the HAP Contract including but not limited to the execution and delivery of those documents identified on **Exhibit A** (whether bearing the name listed or names to similar effect) all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such document).

Section 15. Approve Home Forward as Property Manager and Resident Services Provider.

BE IT RESOLVED, that Home Forward is authorized to serve as the property manager and resident services provider of the Project and to negotiate, execute and deliver on behalf of

the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the documents necessary to engage Home Forward as property manager and resident services provider of the Project.

Section 16. Approve the Authority as Developer.

BE IT RESOLVED, that the Authority is authorized to serve as developer of the Project and to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, the documents necessary to engage the Authority as developer and to defer a portion of the developer fee.

Section 17. Approve Project Documents.

BE IT RESOLVED that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, the General Partner, the Special Limited Partner, and/or the Partnership, as the case may be, all contracts and other documents respecting the design, construction, property management, and technical assistance for the Project all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such document).

Section 18. Approve Assignment of Project Documents.

BE IT RESOLVED, that the Authority is authorized to assign to the Partnership and the Partnership is authorized to assume the Project Documents entered into by the Authority before USBCDC was admitted as limited partner, all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such document).

Section 19. Delegation.

BE IT RESOLVED, that Tootie Smith, Chair of the Board of Commissioners of the Authority, and Gary Schmidt, County Administrator of Clackamas County, or their respective successors, are each an Authorized Representative, as that term is used in these Resolutions; and

BE IT RESOLVED, that Gary Schmidt as County Administrator is authorized to approve the final form of the Documents listed in Exhibit A, and such other documents as may be required to carry out the transactions contemplated by the foregoing resolutions and the development of the Project and that upon such approval, each Authorized Representative individually may, on behalf of the Authority, in its own capacity, as the Special Limited Partner, and as the sole member of the General Partner, on behalf of the General Partner and the Partnership, and without further action by the Board, finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized herein.

Section 20. General Resolutions Authorizing and Ratifying Other Actions.

BE IT RESOLVED, that any Authorized Representative is authorized to negotiate, execute and deliver on behalf of the Authority (whether in its own capacity, its capacity as Special Limited Partner, or as sole member of the General Partner) or the Partnership, as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Representative shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Representative on such document); and

BE IT FURTHER RESOLVED, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority (whether in its own capacity, its capacity as Special Limited Partner, or as sole member of the General Partner) or the Partnership and in furtherance of the Project, the same is hereby ratified and affirmed.

DATED THIS ____ DAY OF _____, 2021

BOARD OF COMMISSIONERS FOR THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY

Chair

Recording Secretary

EXHIBIT A

Partnership Documents

1. Amended and Restated Agreement of Limited Partnership of Webster Road Housing Limited Partnership
2. Guaranty Agreement
3. Joint Marketing Agreement
4. Partnership Management Agreement
5. Development Services Agreement
6. Addendum to Property Management Services Agreement
7. Such other documents as required in connection with the closing of the investment by USBCDC

Tax Credit Documents

1. 4% Reservation and Extended Use Agreement
2. 4% Hold Harmless Agreement
3. Such other documents as required in connection with the closing of the LIHTC

Note Documents

1. Funding Loan Agreement
2. Borrower Loan Agreement
3. Regulatory Agreement
4. Note Declaration
5. Governmental Lender Note
6. Operating Agreement and Declaration of Restrictive Covenants and Equitable Servitudes
7. Tax Certificate and Agreement
8. Priority and Subordination Agreement
9. Such other documents as are required in connection with the issuance of the Governmental Lender Note

Borrower Loan Documents

1. Construction Funding Agreement
2. Multifamily Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing
3. Assignment of Leasehold Deed of Trust and Loan Documents
4. Ground Lessor Subordination and Joinder
5. Ground Lessor Estoppel Certificate
6. Multifamily Note
7. Assignment and Subordination of Developer Fees
8. Assignment of Architect's Agreement and Plans and Specifications
9. Assignment of Equity Investor Capital Contributions, Pledge and Security Agreement
10. Assignment of Equity Interests, Pledge and Security Agreement
11. Assignment of Construction Contract
12. Assignment of Management Agreement
13. Assignment of Project Documents
14. Agreement of Environmental Indemnification

15. Completion and Repayment Guaranty
16. Exceptions to Non Recourse Guaranty
17. Authorization to Request Advances
18. Replacement Reserve Agreement
19. Deposit Account Control Agreement
20. Assignment of HAP Contract
21. HUD Consent to Assignment of HAP
22. Title Escrow Agreement
23. UCC-1 Financing Statement – county fixture filing
24. UCC-1 Financing Statement – SOS mortgaged property filing
25. UCC-1 Financing Statement – SOS developer fee
26. UCC-1 Financing Statement – SOS equity interests
27. Joint Lending Agreement
28. Priority and Subordination Agreement
29. Intercreditor Agreement
30. Such other documents as are required in connection with the Borrower Loan.

Construction Loan Documents

1. Assignment of Development Services Agreement and Developer Fee Subordination Agreement
2. Assignment and Subordination of Management Agreement and Management Fees
3. Assignment of Partnership Interests, Capital Contributions and Credits
4. Completion Guaranty Agreement
5. Consent to Assignment of Architect/Engineer's Agreement and Certificate
6. Consent to Assignment of Contractor's Agreement and Sworn Construction Cost Statement
7. Construction Loan Agreement
8. Construction Loan Promissory Note
9. Environmental Indemnification Agreement
10. Leasehold Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing
11. Payment Guaranty Agreement
12. Assignment of Rental Subsidy Agreement
13. Subordination Agreement
14. Such other documents as required in connection with the closing of the Construction Loan

Seller Loan Documents

1. Promissory Note
2. Trust Deed
3. Such other documents as required in connection with the closing of the Seller Loan

HOME Loan Documents

1. Declaration of Land Use Restrictive Covenants
2. Trust Deed

3. Loan Agreement
4. Promissory Note
5. Such other documents as required in connection with the closing of the HOME Loan

PSH Loan Documents

1. Loan Agreement
2. Note
3. Guaranty
4. Trust Deed
5. Operating Agreement
6. Project Management Agreement
7. Intercreditor Agreement
8. Such other documents as required in connection with the closing of the PSH Loan

Sponsor Loan Documents

1. Promissory Note
2. Trust Deed
3. Metro Covenant
4. Such other documents as required in connection with the closing of the Sponsor Loan

Miscellaneous

1. Agreement to Enter into Housing Assistance Payments Contract
2. Housing Assistance Payments Contract
3. Section 18 Covenant
4. Ground Lease

DRAFT AIA® Document A133™ – 2009

Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

«Webster Road Redevelopment Project»
«18000 Webster Road
Gladstone, Oregon 97027»

THE OWNER:
(Name, legal status and address)

«Housing Authority of Clackamas County»«»
«13930 South Gain Street
Oregon City, OR 97045 »

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

«Walsh Construction Co./Oregon »«»
«2905 SW 1st Ave,
Portland, OR 97201»

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ten million two hundred ninety-six thousand three hundred twenty-one dollars (\$ 10,296,321), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

«Refer to Exhibit A.1 – Schedule of Values»

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

«Refer to Exhibit A.2 - Alternates, Allowances and Unit Pricing»

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Refer to Exhibit A.2 - Alternates, Allowances and Unit Pricing	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«Refer to Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications»

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable.			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

«Refer to Exhibit A.4 - Enumeration of Drawings and Specifications»

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

«Refer to Exhibit A.4 - Enumeration of Drawings and Specifications»

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

«See Exhibit A.8 – Cost Matrix »

§ A.1.1.10 The Guaranteed Maximum Price includes an identified contingency amount of One hundred eighty-six thousand five hundred thirty-six dollars and 00/100 Dollars (\$186,536), for the Construction Manager's use to cover those costs considered to be Costs of the Work under Article 6 of AIA Document A133-2009 but that are not included in the schedule of values or in a Change Order (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not available for or to be used for design changes, Owner-directed scope changes, concealed or unknown conditions (as defined in Section 3.7.4 of AIA Document A201-2017), Force Majeure Events (as defined in Section 8.3.1 of AIA Document A201-2017), Unknown Pandemic Impacts (as defined in Section 11.5.11 of AIA Document A133-2009), or design errors or omissions beyond the reasonable inferences described in Section 2.2.2 of AIA Document A133-2009. The Construction Manager will document its use of the Construction Manager's Contingency and review its use with the Owner at mutually agreeable intervals.

§ A.1.1.11 The Owner and Construction Manager agree that (i) the Guaranteed Maximum Price is calculated based on the market prices for building materials at the date this Guaranteed Maximum Price Amendment is executed ("Cost Baseline"), (ii) the pricing of building materials in the marketplace is volatile, and (iii) sudden building-material price increases may occur during the course of construction that the Construction Manager cannot control or avoid. The Construction Manager will be entitled to an equitable adjustment of the Guaranteed Maximum Price if the price of any building materials increase by more than 5% of the price of the materials that was used to calculate

the Cost Baseline, but only if (a) the price increase occurs within 90 days of the date that this Guaranteed Maximum Price Amendment is executed, (b) the price increase was not caused by the fault of the Construction Manager, and (c) the Construction Manager's Contingency established in Section A.1.1.10 is insufficient to cover the price increase. But clauses (a) and (c) are inapplicable when the price increase is attributable to a Force Majeure Event (as defined in Section 8.3.1 of AIA Document A201-2017).

§ A.1.1.12 The Owner and Construction Manager agree that the termination fee is calculated pursuant to Section 14.4.3 of AIA Document A201-2017 and will not exceed \$112,000.00 USD.

§ A.1.1.13 Construction Manager acknowledges that this Contract is subject to the limits of the Oregon Constitution and contingent upon appropriation of funds by the Board of Commissioners for the Housing Authority of Clackamas County. As such, if and when Owner's Contingency is exhausted, Owner must appropriate additional funds before it may approve any further changes or adjustments to the Work under Sections A.1.1.10 or A.1.1.11. Construction Manager will continue to perform the Work (but not the further changes or adjustments to the Work in question) while Owner attempts to appropriate additional funds. If the Owner is unable to appropriate additional funds in a timely manner, the parties will first negotiate, in good faith, to find a commercially reasonable alternatives prior to either party exercising its rights to terminate the Contract. Such alternatives may include, but are not limited to, deductive Change Orders, design changes, or other means to appropriately reduce the scope of the Work. Owner will direct Architect to prepare revisions to the Contract Documents that incorporate any such agreed-upon reductions to the scope of the Work. Nothing in this Section A.1.1.13 alters either party's right to terminate the Contract in accordance with Article 14 of AIA Document A201-2019.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

«Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work not later than 356 calendar days from the date of commencement of the Work.»

§ A.2.2 Final Completion

§ A.2.2.1 Construction Manager shall achieve Final Completion of the Work within 30 calendar days from the date of Substantial Completion.

§ A.2.3 Liquidated Damages

§ A.2.3.1 Contractor acknowledges and agrees that Owner may sustain damage if Contractor fails to achieve Substantial Completion of the entire Work in accordance with Section A.2.1. Contractor further acknowledges that it will be impractical and extremely difficult to ascertain and determine the actual damage Owner will sustain in the event of such delay. Therefore, the parties agree Contractor will pay Owner, as Owner's exclusive remedy, in law or equity, the following liquidated damages for Contractor's failure to achieve Substantial Completion of the entire Work in accordance with Section A.2.1.

- .1) If Contractor does not achieve Substantial Completion of the entire Work in accordance with Section A.2.1, no liquidated damages shall be assessed for the first seven (7) days of delay in Contractor's achieving Substantial Completion.
- .2) Thereafter, liquidated damages shall be assessed by the Owner and paid by Contractor at the rate of \$3,000 USD for each of days eight (8) to fifteen (15) of delay in Contractor's achieving Substantial Completion.
- .3) Thereafter, liquidated damages shall be assessed by the Owner and paid by Contractor at the rate of \$3,500 USD for each of days sixteen (16) to thirty (30) of delay in Contractor's achieving Substantial Completion.
- .4) Thereafter, liquidated damages shall be assessed by the Owner and paid by Contractor at the rate of \$4,000 USD for each subsequent day of delay in Contractor's achieving Substantial Completion.

§ 8.4. Notwithstanding any provision of the Contract Documents to the contrary, (i) in no event shall the total payments for liquidated damages paid by Contractor to the Owner exceed the Contractor's Fee established in

Section 5.1.1 of AIA Document A133-2009, and (ii) liquidated damages will be assessed against Contractor only to the extent caused by Contractor or those for whom Contractor is responsible, and in no case for delays or causes arising outside the scope of this Agreement.

ARTICLE A.3

§ A.3.1 The following exhibits are incorporated into the Agreement as Contract Documents and are as fully a part of the Contract as if attached to the Agreement or repeated therein;

- .1 Exhibit A.1 – Schedule of Values
- .2 Exhibit A.2 - Alternates, Allowances and Unit Pricing
- .3 Exhibit A.3 - Construction Manager’s Clarifications, Exclusions and Qualifications
- .4 Exhibit A.4 - Enumeration of Drawings and Specifications
- .5 Exhibit A.5 - Wage Rates
- .6 Exhibit A.6 – Construction Schedule
- .7 Exhibit A.7 – Form of Lender Consent
- .8 Exhibit A.8 – Cost Matrix
- .9 Exhibit A.9 – Remediation Plan
- .10 Exhibit A.10 – Equity Objectives

ARTICLE A.4 ADDITIONAL INSURED

Pursuant to Section A.3.1.3 of Exhibit B to Agreement, the Construction Manager shall cause its commercial general liability coverage to include entities listed below as additional insureds.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

«Ryan Wilde», General Manager

(Printed name and title)

Project: Webster Road

Est. No: 2

Exhibit A.1 - Schedule of Values

Date: 04/08/2021

Div #	Division	Webster Road
1000	General Requirements	725,850
1000	General Requirements	695,084
1100	Final Cleaning	30,766
2000	Site Work	2,322,770
2100	Site Preparation & Demolition	576,461
2100	Abatement	492,171
2200	Excavation	419,369
2300	Retaining Walls	76,974
2500	Roads & Walks	224,789
2600	Water Distribution	41,216
2700	Drainage Systems	212,687
2800	Site Improvements	110,471
2900	Landscaping / Irrigation	168,633
3000	Concrete	172,842
3200	Reinforcement	83,944
3300	Cast-in-Place Concrete	85,898
3800	Housekeeping Pads - Electrical/Mechanical	3,000
3900	Miscellaneous	-
4000	Masonry - NO WORK	-
5000	Metals	55,645
5100	Structural Steel	10,512
5500	Metal Fabrications	45,133
6000	Wood & Plastics	970,248
6100	Rough Carpentry	556,883
6200	Finish Carpentry	178,593
6400	Architectural Woodwork	-
6700	Siding & Trim	234,771
6900	Miscellaneous Carpentry	-
7000	Thermal & Moisture Protection	713,824
7100	Waterproofing	177,920
7200	Insulation	74,406
7250	Fireproofing	3,627
7500	Membrane Roofing	363,774
7570	Traffic Coating	-
7600	Flashing & Sheet Metal	59,274
7800	Skylights	12,202

Exhibit A.1 - Schedule of Values

Div #	Division	Webster Road
7900	Joint Sealants	22,620
8000	Doors & Windows	312,904
8100	Hollow Metal Frames and Doors	25,894
8200	Wood Doors	46,073
8300	Special Doors	1,572
8400	Storefront Assemblies	-
8500	Windows	97,064
8700	Hardware	118,271
8800	Glass & Glazing	24,030
9000	Finishes	918,164
9250	Gypsum Drywall	498,044
9300	Tile	6,020
9500	Acoustical	42,910
9600	Resilient Flooring	189,217
9700	Carpet	28,571
9720	Special Flooring	20,273
9800	Special Coatings	-
9900	Painting	133,128
10000	Specialties	72,053
10100	Display Boards - Allowance	5,000
10200	Louvers & Vents - Covered in 15500	-
10260	Corner Guards	5,275
10300	Fireplaces	6,470
10350	Flagpoles	10,384
10400	Identifying Devices	9,765
10500	Lockers - Excluded (None Shown)	-
10520	Fire Protective Devices	2,075
10530	Protective Covers	-
10550	Postal Specialties	6,205
10600	Partitions	-
10750	Telephone Specialties	-
10800	Toilet & Bath Accessories	15,415
10900	Closet Specialties	9,898
10990	Bike Racks	1,566
11000	Equipment	43,215
11010	Roof Anchors - Excluded	-
11110	Common Laundry Equipment - By Owner	-
11400	Food Service Equipment - Type 1 Hood - Install in 15500	8,500
11450	Residential Appliances	34,715

Exhibit A.1 - Schedule of Values

Div #	Division	Webster Road
12000	Furnishings	239,953
12300	Cabinets & Countertops	211,606
12500	Window Treatment	23,991
12600	Entrance Mats	4,357
13000	Special Construction	61,592
13120	Pre-Engineered Structures	25,692
13150	Aquatic Facilities	-
13900	Radon System	35,900
14000	Conveying Systems - NO WORK	-
15000	Mechanical	1,651,307
15200	Mechanical Insulation	-
15300	Fire Protection	102,737
15400	Plumbing	690,374
15500	HVAC	858,197
15900	Controls -- in 15500	-
16000	Electrical	978,241
16200	Underground Distribution	20,650
16400	Service & Building Wiring	594,723
16500	Light Fixtures	166,994
16700	Systems	190,875
16800	Temporary Electrical - By Owner (per RFP Exhibit D)	5,000
17000	Other	399,350
	Subcontractor Bonding	20,000
	Parking rental at church	37,500
	Hoisting/Material Handling/All trade scaffold	-
	BCL #073 - Settlement found below SOG - Sub Slab Repair - Allowance	15,000
	For future	-
	MEPF Design	80,968
	Preconstruction (per RFP response & early work)	45,356
	Fire Security - cameras only - purchased with 24 mo contract by Owner	-
	Safety Plan	13,990
	Building Commissioning	-
	Permits & Fees by Owner	-
	Sidewalk & Street Rental / Parking Meter Rental Fees	-
	Sanitary Sewer Connection Fee	-
	Storm Sewer Connection Fee/Charges	-
	Water Meter/Connection Fee/Vault	-
	Electrical Connection Fee	-

Est. No: 2

Exhibit A.1 - Schedule of Values

Walsh Estimate
#2 4/8/21

Div #	Division	Webster Road
	Off-Site Improvements
	Certified Survey
	Cost Certification
	Adjustments
	Cost Indexing (Inflation) - none -
	Contingency - 2% Contractor's Construction 186,536
	
	SUB-TOTAL	9,637,959
	Overhead & Profit	3.75% 361,423
	
	SUB-TOTAL	9,999,382
	Liability Insurance	1.96% 195,988
	All-Risk Insurance - Excluded
	Gross Receipts Tax	0.38% 37,998
	
	SUB-TOTAL	10,233,368
	Performance Bond	
	First 2,500,000	0.695% 17,496
	Next 2,500,000	0.610% 15,343
	Next 2,500,000	0.580% 14,584
	Next 12,500,000	0.565% 15,531
	Over 20,000,000	0.535% -
	
	SUB-TOTAL	10,296,321
	
	TOTAL	\$ 10,296,321
	
	Target	10,000,000
	
	Variance	296,321
	
	Cost per SF	369.04
	
	Cost per Unit	214,507
	
	Cost per Bed	214,507
	

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See Attached "Estimate Exclusions, Clarifications & Allowances"

This Conceptual Estimate does not establish any contractual sum; and any recipient of this Conceptual Estimate agrees that Walsh Construction Co. does not warrant and/or guarantee the sum; and any use by the recipient of the Conceptual Estimate shall be done at the sole risk of the recipient.

END

EXHIBIT A.2 - ALTERNATES, ALLOWANCES AND UNIT PRICING SHEET

Project: **Webster Road**
 Bid Set GMP

04/08/2021

EXHIBIT A.2 - ALTERNATES, ALLOWANCES AND UNIT PRICING SHEET		
5	ALT - Resilient Sheet Flooring RST-3 - Alternate B: Mondo; Artigo Collection; Lava.	\$ 86,571
6	ALT - Seal Coat Existing Paving - Fog seal coat existing asphalt paving.	\$ 8,162
8	ALT - Unit Window Coverings - 1 inch horizontal mini-blinds at unit windows.	\$ 27,724
10	ALT - Replace all curbs on-site in lieu of patchwork repairs.	\$ -
11	ALT - Replace all parking lot paving.	\$ -
12	ALT - Replace asphalt paving with concrete.	\$ -
13	ALT - Use formaldehyde-free doors.	\$ -
14	ALT - FF&E package upgrade.	\$ -
15	ALT - Add/Upgrade Lighting.	\$ -
16	ALT - Site upgrades/furnishings/ mechanical screens	\$ -
17	ALT - Tile backsplash in kitchen in lieu of p-lam.	\$ -
18	ALT - Bullentin board wall covering for pinup/display - Allowance	\$ 5,565
19	ALT - Artwork	\$ -
20	ALT - Full extension, soft closing drawer and doors	\$ 5,627

Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications

Project: Webster Road

Estimate #: GMP

Date: 4/8/2021

Clarifications:

General

- Estimate assumes Davis Bacon Residential prevailed wages - Dated 2020-04
- All work assumed to be completed during normal working hours. No OT is included.
- Budget based on the following documents:
 - Architects Pricing Set plans and dated 2/01/2021 (120 sheets)
 - Architects Pricing Set specifications dated 2/01/2020 (542 pages)
 - Addendum #1 issued on 02/24/2021
 - Addendum #2 issued on 03/09/2021
- Design-Build Electrical dated 03/05/2021
- Design-Build Low Voltage dated 03/04/2021
- Design-Build HVAC dated 01/20/2021
- Design-Build Plumbing dated 01/19/2021
- Design-Build Fire Protection dated 03/01/2021
- Project is assumed to start abatement in June 2021 with other scopes starting after that.
- Estimate assumes owner's insurance underwriter requirements do not exceed those of local codes.
- WCC team will coordinate safety and traffic control with the adjacent neighbors.

Division 01000

- Walsh Construction Co. will assist the Owner and Architect in addressing Earth Advantage and other identified incentive based program requirements. However, Walsh Construction Co. makes no guarantees, expressed or implied that any type of Earth Advantage certification or incentive based program certification will be achieved.
- Budget is based on a 50 week schedule from notice to proceed to temporary certificate of occupancy. Inclusive of 14 weeks for abatement.
- Assumed Project Administrator will be located in Portland Office (not onsite per Exhibit D)

Division 02000

- Includes allowance for water and fire vaults: \$ -
- Assumes pervious concrete shown on Civil drawings is standard concrete
- Assumes demolition/patch back of all main line sub-SOG plumbing work
- Asbestos testing by Owner

BCL #066 & 067

BCL #012

BCL #074 & 075

Division 03000

Division 04000

Division 05000

Division 06000

Division 07000

- All flashings assumed to be 24 gauge prepainted (factory standard color) unless noted otherwise.
- Roofing system figured to be 60 mil, mechanically fastened, per updated spec from Carolyn on 10/12/20.
- Carlisle conventional 2 ply hot asphalt vapor retarder/temp roof membrane over plywood roof deck.
- Carlisle conventional 2 ply hot asphalt vapor retarder/temp roof membrane over plywood roof deck.
- Paint on vapor retarder in lieu of Certaineed Membrain

BCL #023 & 024

BCL #023 & 024

BCL #023 & 024

BCL #037

Division 08000

- Vinyl window budget based on VPI Endurance series in black exterior and white interior
- Unit entry doors frames are figured with Timely snap on trim in standard color

Division 09000

- Walls at back-of-house spaces assumed to be fire taped only. No paint figured.
- Budget is based on use of a non-union drywall subcontractor. Please note that the NW Carpenters Union has a long-standing wage and benefit issue with non-union drywall subcontractors which may result in bannerings or other demonstration activities in public areas outside the project site or at your offices. Prior to engaging a particular drywall subcontractor we will need to discuss this situation so you can make an informed decision about the implications to project cost and your business sensitivities.

Division 10000

- Wall louvers figured with baked enamel finish UNO.
- Estimate includes 2x bike racks at the Site and 4x in building.

Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications

Project: Webster Road	Estimate #: GMP	Date: 4/8/2021
------------------------------	-----------------	----------------

Division 11000

Division 12000

- Shelf supports to be locking plastic clips in lieu of metal pins (12 35 30; 2.1 A 10)
- 110 degree, self-closing hinges
- 12 35 30; 2.2 B 4 - 'Edge band exposed edges with edging of same species as face veneer'

Division 13000

Division 14000

Division 15000

- Fire sprinkler system includes:
 - Fire sprinkler assumptions/inclusions are based on at design-build fire suppression system included in drawings and specifications.
 - CPVC piping at concealed spaces
 - Preconstruction services & design
 - Code compliance per NFPABCL #081

- Plumbing & mechanical assumptions - general:
 - Plumbing and mechanical assumptions/inclusions are based on design-build plumbing and mechanical systems included in drawings and specifications.
 - Preconstruction services & design

- Plumbing assumptions - units:
 - Water piping figured as Wirsbo Aquapex.
 - Assumes deletion of 10x floor drains per CHA email 10/15/20
 - Includes all main line underground piping
 - Includes domestic booster pumpBCL #068
BCL #074 & 075
BCL #080

- Mechanical assumptions/inclusions:
 - Ventilation only provided at electrical/IDF, data/MDF, and tel/data rooms
- Budget assumes temporary water costs are by owner. Assuming using existing services.

Division 16000

- Electrical assumptions/inclusions are based on design-build electrical and low voltage systems included in drawings and specifications.
- Preconstruction services and design
- Budget assumes bldg electrical meter and bills for same remain in the owner's name during construction
- Includes fixture VE BCL #050 & 083
- Includes single meter for PGE BCL #079
- Includes photometric and street lighting design BCL #077
- Includes Door King system BCL #086
- Street lighting work by PGE

This is a Design Build Project and is quoted per NEC Code & Oregon Specialty Code to date of this quote. Any tariff tax put in place after the date of this quote will be addressed as a change order and must be paid by others.

- LV - Assumed run to nearest IDF.
- LV - phone equipment by Owner.

Division 17000

Allowances

- | | | |
|---|----|--------|
| • Display Boards | \$ | 5,000 |
| • BCL #073 - Settlement found below SOG - Sub Slab Repair - Allowance | \$ | 15,000 |

Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications

Project: Webster Road

Estimate #: GMP

Date: 4/8/2021

Project Specific Exclusions:

General

- Fire Tank - not typically required on buildings of this height
- Sales tax - shown below the line as requested
- Use tax
- BIM coordination
- All open BCL Items on BCL Dated 4/8/21
 - BCL #10 (VE - Delete footings for planters)
 - BCL #13 VE - Flooring VE (Currently non-PVC healthcare specification)
 - BCL #17 (VE - Site Furnishings)
 - BCL #19 (VE - Reduce CCTV Scope)
 - BCL #20 (VE - 1" Mini's ilo roller shades)
 - BCL #28 (VE - Cabinets - Alternate cabinets manufacturer)
 - BCL #35 (VE - Fireplace Tile - Select cost efficient product)
 - BCL #65 (NAUF removal at doors)
 - BCL #69 (Mechanical - All residential HVAC system per bidder. Details once awarded work)
 - BCL #73 (Settlement found below SOG—Sub Slab Repair)
 - BCL #78 (Street Lighting (Construction Phase - by PGE)

ALLOWANCE

Division 01000

- Design of acoustical systems and details.
- Design of cold formed metal framing and metal furring assemblies, or shop drawings for same.
- Design of structural steel framing or metal fabrication design
- Guardrail design
- Design of waterproofing systems, claddings, flashings, water resistive barriers, air barriers, and associated details.
- Dedicated accounting support

Division 02000

- Installed dewatering. Budget assumes water table is low enough that dewatering will not be required.
- Shoring or piling
- Survey- This estimate excludes checking or re-establishing existing property corners. This estimate includes all layout inside of the property corners.
- Property fence

Division 03000

- Gypcrete and acoustimat on concrete slabs
- Precast concrete of any kind
- CreteSeal 2000 concrete cure or similar type products

Division 05000

- Seismic joints
- Steel canopies

Division 06000

- FSC wood.
- Urea formaldehyde free (UFF) materials

Division 07000

- Sound batts at dropped ceilings.
- Rigid insulation under slab-on-grade
- CertainTeed Membrain (figured as paint on vapor retarder)
- Intumescent paint

BCL #037

Division 08000

- Grouting of hollow metal frames
- Interior storefront

Division 09000

- Painting of exposed ductwork, pipes, wire, conduit, etc. with the exception of kitchen and dining ductwork and exposed sprinkler piping

BCL #021

Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications

Project: **Webster Road**

Estimate #: GMP

Date: 4/8/2021

- Tile at showers or bathtubs
- RSIC clips or other acoustical measures beyond those stated in these clarifications or required by code

Division 10000

- Directories - assumed to be FF&E
- Shower doors
- Bike lockers
- Enclosures for bike storage
- Bike racks for units
- Lockers (for Locker room. Assumed OFOI, not shown on drawings or called out in specification)

Division 11000

- Roof anchors
- Trash compactor
- Commercial laundry appliances - Assumed OFOI (Coin Opp or Similar)

BCL #021

Division 12000

- Furnishings, Fixtures & Equipment (FF&E)
- Sub tops at cabinets.
- NAF & ULEF Cabinets
- Salice' hinges (still providing 110 degree, self-closing)
- Valances for undercabinet lighting
- Finished bottoms for upper cabinets
- 12 35 30; 2.2 C 3
- KCMA certification

BCL #025

Division 13000

- Seismic monitoring equipment. Shouldn't be required for buildings of this height.

Division 14000

Division 15000

- Temporary Utility Bills (by Owner per RFP exhibit D)
- Heat trace
- Pressure reducing station
- Make-up air direct ducted to units.
- Fire pump
- Bike wash down
- Dryer booster fans
- Fire/smoke dampers at unit bathroom exhaust.
- Dryer booster fans
- Central station tie-in to the fire department
- Insulation on pex piping within units. Called out in narrative, however industry standard is no insulation on this pipe so we excluded it.
- System Failure Warning Device for Radon Mitigation System – not enough information provided. No specifications provided.

Division 16000

- Temporary Utility Bills (by Owner per RFP exhibit D)
- Utility Company Connection Fees and Offsite Infrastructure
- Revision, and/or addition of, street lighting
- City street lights. Estimate assumes that existing street lights can remain in place during course of construction.
- Primary power transformer

Division 17000

- Subcontractor bonding. Allowance included. This will be included, as necessary, during bid reconciliation.
- Security and/or fire watch guards

Exhibit A.3 - Construction Manager's Clarifications, Exclusions and Qualifications

Project: Webster Road	Estimate #: GMP	Date: 4/8/2021
------------------------------	-----------------	----------------

Standard Exclusions:

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> • Plan Check Fee • Building Permit • ROW Permit • Fire Protection Permit • Plumbing Permit • HVAC Permit • Electrical Permit • Master Use Permits & Fees • Assessments • Sanitary Sewer Connection Fees • Storm Sewer Connection Fees • Water Meter & Tap • Water Connection Fees • Mitigation Fees & Expenses • Impact Fees • Construction Taxes • Premium for LEED certification • Record drawings on CAD. • Pest & Vector control • Electrical review/ permit fee | <p style="text-align: center;">Owner to:</p> <hr style="width: 100px; margin: 0 auto;"/> <p>Carry \$3,000</p> <p>Carry \$13,000</p> <p>Carry \$18,000</p> <p>Carry \$23,000</p> | <ul style="list-style-type: none"> • Window testing--WCC will coordinate with owner's 3rd party rep • Testing, engineering, and special inspection • Cost Certification • Rock Excavation • Overhead hazards/utilities located off-site • Underground Obstructions and/or Conditions that Hinder Construction • Performance & Payment Bond • All-Risk Insurance • Hazardous Material Abatement • Any Warranty Beyond Manufacturers Standard Published Warranty • Subcontractor/Suppliers Individual Lien Releases • Printing Cost(s) for Architects Plans & Specifications • Electric Utility Company Connection Fees • Project Photographs • Code interpretation--this is a design professional's responsibility • Mold remediation • Radon gas remediation • DAS system |
|---|---|--|

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Exhibit A.4

Index of Contract Documents

<u>Dwg. No.</u>	<u>Drawing Name</u>	<u>Date</u>	<u>Add. #1</u>	<u>Add. #2</u>
General by Carleton Hart Architecture, P.C.				
G1.01	Cover Sheet	02/01/21		
G1.02	General Information/Sheet Index	02/01/21	02/24/21	
G1.03	Abbreviations/Symbols	02/01/21		
G2.01	Fire Life Safety - Site Plan	02/01/21		
G2.02	Fire Life Safety - Center and North Wing	02/01/21		
G2.03	Fire Life Safety - East Wing	02/01/21		
G2.04	Fire Life Safety - West Wing	02/01/21		
G2.05	Fire Life Safety - Sections	02/01/21		
G2.11	Code Review Summary	02/01/21		
G2.12	Code Review Summary	02/01/21		
G3.01	Assemblies - Exterior	02/01/21	02/24/21	
G3.02	Assemblies - Interior	02/01/21	02/24/21	
G4.01	Accessibility Sheets - General	02/01/21		
G4.02	Accessibility Sheets - Common Areas	02/01/21		
G4.03	Accessibility Sheets - Dwelling Units	02/01/21		
Civil by Humber Design Group, Inc.				
C0.00	Civil Cover	02/01/21		
C0.01	Civil Notes	02/01/21		
C1.00	Existing Conditions and Demo Plan	02/01/21		
C2.00	Layout and Paving Plan	02/01/21		
C3.00	Grading Plan	02/01/21		
C3.01	Grading Plan	02/01/21		
C3.02	Grading Plan	02/01/21		
C3.03	Grading Plan	02/01/21		
C4.00	Utility Plan	02/01/21		
C5.00	Civil Details	02/01/21		
C5.01	Civil Details	02/01/21		
C5.02	Civil Details	02/01/21		
C5.03	Civil Details	02/01/21		
C6.00	Public Plan	02/01/21		
C6.01	Webster Road Plan - South	02/01/21		
C6.02	Webster Road Plan - North	02/01/21		
C6.03	Enlarged Plan	02/01/21		
C6.04	Public Details	02/01/21		
C6.05	Public Details	02/01/21		
C7.00	Erosion Control Cover	02/01/21		
C7.01	Existing Site Erosion Control Plan	02/01/21		
C7.02	Final Site Erosion Control Plan	02/01/21		
C7.03	Erosion Control Details	02/01/21		
Landscape by Ecotone Environmental				
L1.01	Tree Plan	02/01/21	02/24/21	
L2.01	Materials Plan	02/01/21		
L2.02	Layout Plan	02/01/21		
L3.01	Irrigation Plan	02/01/21		
L4.01	Planting Schedule & Notes	02/01/21		
L4.02	Planting Plan Enlargement	02/01/21		
L4.03	Planting Plan Enlargement	02/01/21		
L4.04	Planting Plan Enlargement	02/01/21		
L4.05	Planting Plan Enlargement	02/01/21		

Exhibit A.4

Index of Contract Documents

Landscape by Ecotone Environmental - Continued

L5.01	Site Details	02/01/21	
L5.02	Site Details	02/01/21	
L5.03	Planting Details	02/01/21	
L5.04	Irrigation Details	02/01/21	

Demolition by Carleton Hart Architecture, P.C.

D1.01	Site Demo Plan	02/01/21	
D2.00	Slab Demo Plan	02/01/21	02/24/21
D2.01	Demo Floor Plan	02/01/21	
D2.02	Demo Plan - Center and North Wing	02/01/21	
D2.03	Demo Plan - East Wing	02/01/21	
D2.04	Demo Plan - West Wing	02/01/21	
D2.05	Demo Roof Plan	02/01/21	
D2.11	Demolition Reflected Ceiling Plan	02/01/21	

Architectural by Carleton Hart Architecture, P.C.

A1.01	Site Plan	02/01/21	02/24/21
A2.00	Slab Plan	02/01/21	02/24/21
A2.01	Floor Plan	02/01/21	
A2.02	Floor Plan - Center and North Wing	02/01/21	02/24/21
A2.03	Floor Plan - East Wing	02/01/21	
A2.04	Floor Plan - West Wing	02/01/21	
A2.05	Roof Plan	02/01/21	
A2.11	Reflected Ceiling Plan	02/01/21	
A2.12	Reflected Ceiling Plan - Center and North Wing	02/01/21	
A2.13	Reflected Ceiling Plan - East Wing	02/01/21	
A2.14	Reflected Ceiling Plan - West Wing	02/01/21	
A3.01	Enlarged Floor Plans	02/01/21	02/24/21
A3.11	Unit Plans and Reflected Ceiling Plans	02/01/21	
A3.12	Unit Plans and Reflected Ceiling Plans	02/01/21	
A3.13	Unit Plans and Reflected Ceiling Plans	02/01/21	
A4.01	Exterior Elevations	02/01/21	
A4.02	Exterior Elevations	02/01/21	
A4.03	Exterior Elevations	02/01/21	
A4.04	Exterior Elevations	02/01/21	
A5.01	Building Sections	02/01/21	
A5.02	Building Sections	02/01/21	
A5.11	Wall Sections	02/01/21	
A5.12	Wall Sections	02/01/21	
A7.01	Interior Elevations - Units	02/01/21	02/24/21
A7.02	Interior Elevations - Common Areas	02/01/21	02/24/21
A7.03	Interior Elevations - Common Areas	02/01/21	
A8.01	Site Details	02/01/21	02/24/21
A8.11	Exterior Details - Foundation and Base Conditions	02/01/21	02/24/21
A8.21	Exterior Details - Building Skin	02/01/21	
A8.22	Exterior Details - Building Skin	02/01/21	02/24/21
A8.31	Exterior Details - Door and Window Openings	02/01/21	02/24/21
A8.32	Exterior Details - Window Installation Sequence	02/01/21	02/24/21
A8.51	Exterior Details - Roof	02/01/21	02/24/21
A8.61	Interior Details - General	02/01/21	02/24/21
A8.62	Interior Details - General	02/01/21	
A8.63	Interior Details - General	02/01/21	
A8.64	Interior Details - General		03/09/21
A8.71	Interior Details - Cabinetry and Casework	02/01/21	
A8.72	Interior Details - Cabinetry and Casework	02/01/21	
A9.01	Door Schedule	02/01/21	02/24/21
A9.11	Window Schedule	02/01/21	02/24/21
A9.21	Finish Schedule	02/01/21	03/09/21

Exhibit A.4

Index of Contract Documents

Structural by ABHT Structural Engineers

S0.01	General Structural Notes and Drawing Index	02/01/21	
S0.02	General Structural Notes	02/01/21	
S0.03	Statement of Special Inspection	02/01/21	
S1.01	Site Plan	02/01/21	02/24/21
S2.01	Roof Framing Plan	02/01/21	
S3.01	Enlarged Plans - North Wing and Center	02/01/21	02/24/21
S3.02	Enlarged Plan - East Wing	02/01/21	
S3.03	Enlarged Plan - West Wing	02/01/21	
S4.01	Framing Elevations	02/01/21	
S5.01	Concrete Details	02/01/21	02/24/21
S5.02	Concrete Details	02/01/21	
S6.01	Framing Details	02/01/21	
S6.02	Framing Details	02/01/21	
S6.03	Framing Details	02/01/21	

Radon by Radongreen, LLC

R1.00	Specifications	02/01/21	
R2.00	Slab Plan	02/01/21	
R2.10	Floor Plan	02/01/21	
R2.20	Roof Plan	02/01/21	
R3.00	Details	02/01/21	

Fire Suppression by Crown Fire Systems, Inc. (For Information Only - Design/Build Under Separate Review)

Page 1 of 4	Site Plan & Section Views	03/01/21	
Page 2 of 4	Fire Sprinkler Plan - West Wing	03/01/21	
Page 3 of 4	Fire Sprinkler Plan - North Wing & Lobby	03/01/21	
Page 4 of 4	Fire Sprinkler Plan - East Wing	03/01/21	

Plumbing by Tapani Plumbing, Inc. (For Information Only - Design/Build Under Separate Review)

P0.00	Cover Sheet - Plumbing	01/19/21	
P2.01	Level 1 - Below Grade - North Wing @ Center - Plumbing	01/19/21	
P2.02	Level 1 - Below Grade - East Wing - Plumbing	01/19/21	
P2.03	Level 1 - Below Grade - West Wing - Plumbing	01/19/21	
P2.11	Level 1 - Above Grade - North Wing @ Center - Plumbing	01/19/21	
P2.12	Level 1 - Above Grade - East Wing - Plumbing	01/19/21	
P2.13	Level 1 - Above Grade - West Wing - Plumbing	01/19/21	
P2.20	Roof Plan - Plumbing	01/19/21	
P3.00	Header Diagrams, Gas Isometric & Details - Plumbing	01/19/21	

Mechanical by American Heating, Inc. (For Information Only - Design/Build Under Separate Review)

M000	HVAC Legends & Abbreviations	01/20/21	
M201	Level 1 Overall Floor Plan - HVAC	01/20/21	
M202	Roof Plan - HVAC	01/20/21	
M210	Level 1 Floor Plan East Wing - HVAC	01/20/21	
M211	Level 1 Floor Plan North Wing & Center - HVAC	01/20/21	
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M301	Level 1 Overall Floor Plan - HVAC Piping	01/20/21	
M310	Level 1 Floor Plan East Wing - HVAC Piping	01/20/21	
M311	Level 1 Floor Plan North Wing & Center - HVAC Piping	01/20/21	
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Exhibit A.4

Index of Contract Documents

Mechanical by American Heating, Inc. (For Information Only - Design/Build Under Separate Review) - Continued

M500	HVAC Schedules	01/20/21
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Electrical by Advanced Electric, Inc. (For Information Only - Design/Build Under Separate Review)

E0.00	Cover Sheet - Electrical	03/05/21
E0.01	Schedules - Electrical	03/05/21
E1.01	Site Plan - Electrical	03/05/21
E1.02	Site Photometric Plan	03/05/21
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E2.01	Floor Plan - North Sector - Power	03/05/21
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E6.00	One-Line Diagram - Electrical	03/05/21
E7.00	Panel Schedules - Electrical	03/05/21
E7.01	Panel Schedules - Electrical	03/05/21

Low Voltage by Point Monitor Corporation (For Information Only - Design/Build Under Separate Review)

LV-1	General, Symbols & Abbreviations - Low Voltage	03/04/21
LV-2	Schedules & Calculations - Low Voltage	03/04/21
LV-3	Floor 1 - Overall - Low Voltage	03/04/21
LV-4	North Wing & Center - Low Voltage	03/04/21
LV-5	Enlarged West Wing - Low Voltage	03/04/21
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LV-7	Roof Plan - Low Voltage	03/04/21
LV-8	Details - Low Voltage	03/04/21

SPECIFICATIONS (PROJECT MANUAL) DATED 2/1/21 BY CARLETON HART ARCHITECTURE, P.C

ADDENDUM NO. 1 DATED 2/24/21 BY CARLETON HART ARCHITECTURE, P.C.

ADDENDUM NO. 2 DATED 3/9/21 BY CARLETON HART ARCHITECTURE, P.C.

PROJECT MANUAL

DESIGN-BUILD MEP SPECIFICATIONS

WEBSTER ROAD HOUSING

Renovation

Gladstone, Oregon

DRAFT

02.01.2021

BID SET

DIVISION 21 – FIRE SUPPRESSION

21 13 13 Wet-Pipe Sprinkler Systems

DIVISION 22 – PLUMBING

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22 05 00 Common Work Results for Plumbing
22 05 10 Plumbing Piping Insulation
22 07 50 System Identification
22 10 00 Plumbing Piping and Pumps
22 30 00 Plumbing Equipment
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DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

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23 05 00 Common Work Results for HVAC
23 05 29 Hangers and Supports for HVAC Piping and Equipment
23 05 53 Mechanical Identification
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23 07 16 Ductwork Insulation
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23 23 00 Refrigerant Piping
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SECTION 211313 - WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Sprinklers.

1.2 SYSTEM DESCRIPTIONS

- ##### A. Wet-Pipe Sprinkler System:
- Automatic sprinklers are attached to piping containing water and that is connected to water supply through alarm device. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

1.3 PERFORMANCE REQUIREMENTS

- ##### A. Standard-Pressure Piping System Component:
- Factory Mutual (FM) approved and/or UL listed for 175-psig (1200-kPa) minimum working pressure.
- ##### B. Sprinkler system design shall be approved by authorities having jurisdiction.
1. Sprinkler Occupancy Hazard Classifications:
 - a. Offices including data processing [Light Hazard].
 - b. Residential [Light Hazard].
 - c. Hospitals [Light Hazard].
 - d. Nursing and convalescent homes [Light Hazard].
 - e. Institutional [Light Hazard].
 - f. Educational [Light Hazard].
 - g. Veterinary facilities, animal hospitals, animal shelters [Light Hazard].
 - h. Churches [Light Hazard].
 - i. Libraries except Stack Areas [Light Hazard].
 - j. Restaurant seating areas [Light Hazard].

1.4 SUBMITTALS

- ##### A. Product Data:
- For each type of product indicated.

- B. Shop Drawings: For wet-pipe sprinkler systems. Include plans, elevations, sections, details, and attachments to other work.
- C. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.
- D. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping." Also include final system test data in accordance with piping manufacturer's requirements.
- E. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
- B. NFPA Standards: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following Installation Standards as applicable:
 1. NFPA 13, "Installation of Sprinkler Systems."

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

2.2 ABOVE GROUND PIPING (2-1/2 INCH AND ABOVE)

- A. Steel Pipe: ASTM A795; Schedule 10 or approved. Domestic or Import.
 1. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings; ASME B16.4, threaded fittings.
 2. Malleable Iron Fittings: ASME B16.3, threaded fittings.
 3. Mechanical Formed Fittings: Carbon steel housing with integral pipe stop and O-ring pocket and O-ring, uniformly compressed into permanent mechanical engagement onto pipe.

2.3 ABOVE GROUND PIPING (THROUGH 2 INCH)

- A. Steel Pipe: Schedule 40 black steel, ASTM A-135, ASTM A135/A795 UL listed. Domestic or import.

- B. Branch Outlet Fittings:
 - 1. Cast Iron Fittings: ASME B16.4, threaded fittings.
 - 2. Malleable Iron Fittings: ASME B16.3, threaded fittings.

2.4 LIGHT HAZARD SPRINKLER PIPE AND FITTINGS

- A. UL and FM listed CPVC pipe and fittings as manufactured by "BlazeMaster," or approved.

2.5 SPRINKLERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Globe Fire Sprinkler Corporation.
 - 2. Reliable Automatic Sprinkler Co., Inc.
 - 3. Tyco Fire & Building Products LP.
 - 4. Victaulic Company.
 - 5. Viking Corporation.

- B. General Requirements:
 - 1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
 - 2. Pressure Rating for Residential Sprinklers: 175 psig (1200 kPa) maximum.
 - 3. Pressure Rating for Automatic Sprinklers: 175 psig (1200 kPa) minimum.

- C. Automatic Sprinklers with Heat-Responsive Element:
 - 1. Early-Suppression, Fast-Response type sprinklers must be used.
 - 2. Characteristics: Nominal 1/2-inch (12.7-mm) orifice with Discharge Coefficient K of 5.6 or higher, and for "Light hazard" temperature classification rating.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.
- B. Piping Standard: Comply with requirements for installation of sprinkler piping in NFPA 13, NFPA 13D, or NFPA 13R as applicable.
- C. Install CPVC piping in the residential units and non-common areas only.
- D. Install seismic restraints on piping. Comply with requirements for seismic-restraint device materials and installation in NFPA 13.
- E. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.
- F. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections unless otherwise specified.
- G. Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.
- H. Install sprinkler piping with drains for complete system drainage.
- I. Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.
- J. Install automatic (ball drip) drain valve at each check valve for fire-department connection, to drain piping between fire-department connection and check valve. Install drain piping to and spill over floor drain or to outside building.
- K. Install alarm devices in piping systems.
- L. Install hangers and supports for sprinkler system piping according to NFPA 13 and manufacturer's instructions. Comply with requirements for hanger materials in NFPA 13.
- M. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than NPS 1/4 (DN 8) and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.
- N. Fill sprinkler system piping with water.

- O. Install electric heating cables and pipe insulation on sprinkler piping in areas subject to freezing. Comply with requirements for heating cables in Section 210533 "Heat Tracing for Fire-Suppression Piping" and for piping insulation in Section 210700 "Fire-Suppression Systems Insulation."
- P. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons.

3.2 JOINT CONSTRUCTION

- A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.
- B. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections.
- C. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

3.3 SPRINKLER INSTALLATION

- A. Install sprinklers in accordance with manufacturer's installation and listing instructions.
- B. If required, install sprinklers in suspended ceilings in center of narrow dimension of acoustical ceiling panels.

3.4 IDENTIFICATION

- A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance".
- B. Perform tests and inspections in accordance with sprinkler piping manufacturer's requirements.
- C. Prepare test and inspection reports per NFPA 13 and sprinkler piping manufacturer's requirements.

END OF SECTION 211313

DRAFT

PART 1 - GENERAL

1.1 Description

A. Work includes, but is not limited to:

1. Provide all labor, materials, equipment, tools, and perform all work to furnish the complete design and construction for plumbing of the project.
2. Design, construct and coordinate the complete system to meet the intent of the architectural design documents. Install work within the initial space accommodations or make other provisions at no additional cost the Owner and maintain the initial architectural and structural integrity.
3. Provide electrical load information to Electrical Subcontractor. Electrical Contractor to connect all plumbing equipment, includes control wiring and conduits.
4. Subcontractors are required to fully coordinate their work with other subcontractors. Any cost of remedy for lack thereof is the responsibility of these Subcontractors.
5. Complete work expeditiously and within requirements of published project schedule(s) of Architect and Owner.
6. Obtain and pay for all permits for the scope of work excluding sewer and water connection fees.
7. Arrange for and schedule all tests required by local jurisdictional authorities and utilities.

B. Code Required Fire Resistive Standards:

1. Portions of this building are required by Code to be constructed to fire resistive standards. Include in the design provisions to meet all code requirements.
2. Plastic pipe is specified in some sections that follow. Provide UL listed assemblies at locations where fire resistive construction is penetrated by plastic pipe.

C. Related Work Specified Elsewhere:

1. Advise the General Contractor of all concrete work associated with the installation of the plumbing systems. The General Contractor will provide the concrete work utilizing information provided by the Design/Build Contractor.

1.2 Quality Assurance

A. Applicable Codes and Standards:

1. Comply with all Federal, State, City and other applicable codes and ordinances including applicable provisions of the following:
 - a. International Mechanical Code (IMC)
 - b. Uniform Plumbing Code (UPC)
 - c. Oregon specialty plumbing code 2017
 - d. NFPA

2. If any conflict arises between the Specifications or codes and ordinances, immediately notify the Architect. Do not deviate from the Drawings and specifications nor install any work which may be in conflict with codes and ordinances until the conflict is resolved and the solution approved by the Architect.
- B. Materials: Except as otherwise permitted by specification designation, provide new materials of standard make and current manufacture. Where applicable, conform to ASME, ASTM, NFPA or other requirements and have UL listing. Select equipment to fit space provided.
- C. Workmanship: Run piping parallel to building, keep as inconspicuous as possible, and grade evenly. Set equipment plumb and true with easy access for maintenance. Off-set piping as required to provide for proper and necessary clearances. Provide adequate clearances for repair and service of plumbing equipment and valves.

1.3 Submittals

- A. Drawings and Calculations: Submit for review in accordance with Section 01 30 00
1. Provide a coordinated set of construction documents ready for permit submission to the building department containing as a minimum the following:
 - a. Equipment schedule sheet(s) defining performance characteristics of all items of equipment.
 - b. System distribution and equipment location plans drawn at 1/4" = 1'-0" scale. Show on plans evidence of coordination with all other construction trades.
 - c. Plumbing equipment room plan's and sections drawn at 1/2" = 1'-0" scale, if feasible.
 - d. Miscellaneous details and large-scale plans and sections necessary to show coordination in congested areas.
 2. Provide the following calculations for review:
 - a. Water distribution pressure drop and sizing tables.
 - b. Water Heater Sizing.
- B. Submittals before construction begins: Submit for review in accordance with Section 01300
1. Plumbing Fixtures and Trim.
- C. Record Drawings: Submit for review in accordance with Section 01780
1. Deviations: Record changes to plumbing systems, including locations, sizes, or arrangement.
 2. Location of Concealed Work: Locate accurately to scale and dimension from building features, concealed piping.
 3. Location of Valves and Cleanouts: Locate accurately to scale and dimension from building features

1.4 Coordination

- A. Maintain qualified supervisory personnel on job to coordinate work and space utilization with other trades involved. Supervisor must be completely familiar with operation and requirements of equipment being installed and be responsible for job during entire construction period. Prior to request for final review, be certain that equipment and controls are functioning properly.

PART 2 - PRODUCTS

2.1 System Performance

A. Plumbing Sizing Criteria:

1. Domestic Water: Size per 2017 Oregon specialty Plumbing Code
 - a. 5 psi per 100' drop, 8 f.p.s. maximum velocity for cold water and 5 f.p.s. for hot water in copper pipe as limiting criteria.
 - b. 5 psi per 100' drop, 10 f.p.s. maximum velocity for cold water and 10 f.p.s. for hot water in stainless steel pipe as limiting criteria.
2. Domestic Water Booster Pump: Design for maintaining 75 psi discharge.
3. Waste and Vent: Size per 2017 Oregon Specialty Plumbing code.
4. Water Heaters: Size per ASHRAE Guide
 - a. Residential Area: Central water heating with manifolded tank type water heaters with re-circulating pump.
 - b. Commercial Area: Central water heating system.

2.2 Guarantees

- A. Submit a single guarantee stating that all portions of the work are in accordance with Contract requirements. Guarantee all work against faulty and improper material and workmanship for a period of one (1) year from date of substantial completion, except that where guarantees or warranties for longer terms are specified, such longer term to apply within 24 hours after notification, correct any deficiencies which occur during the guarantee period at no additional cost to the Owner, all to the satisfaction of the Owner and Architect.
- B. Be responsible for all leaks in all pipes for a period of one (1) year from date of acceptance of work. Repair all such leaks, at no cost to Owner, within 24 hours of notice by the Owner. Repair leaks which occur prior to the completion of this Subcontract at once. Be responsible for any damage caused by such leaks and repair thereof.

2.3 Operation and Maintenance Manuals

- A. Provide Operation and Maintenance manuals in accordance with Section 01 78 00. As minimum provide the following.
 1. Manufacturer's literature on all items of equipment.
 2. Operating and maintenance instructions.
 3. Wiring and temperature control diagrams.

PART 3 - EXECUTION

3.1 Building Commissioning

- A. Provide startup, test and adjustment of each item of plumbing equipment and of complete system by qualified field personnel.
- B. During final review, demonstrate system operation to Owner that each item of equipment is operating as designed, controls react as required to provide proper conditions and that adjusting have been accomplished in accordance with specifications.

END OF SECTION

PART 1 - GENERAL

1.1 General

- A. Provide plumbing fixtures with necessary trim, stops, and traps per manufacturer's installation instructions. Provide fittings and faucets by fixture manufacturer per latest catalog description for specified item, or as noted. Exposed trim polished chrome plated brass. Protect against damage before and after installation.
- B. Furnish stops with escutcheon plates at sinks, lavatories, water closets, and drinking fountains.
- C. Trim to have replaceable and interchangeable assemblies.
- D. Hot and cold valves open toward center.
- E. Seal inside and around outside edge of floor mounted water closets with Dap and anchor solidly.
- F. Prime floor drain trap with Precision Plumbing Products, Inc or equal mechanical primer, tail piece primer. Leave valve accessible for service.
- G. Traps: concealed Units use ABS- PVC. For exposed or public use 17 gauge chrome plated brass tube.
- H. Install 3/16" x 8" wide steel plates fastened to the studs for support of wall hung lavatories. Plate to extend one stud beyond each side of fixture. Or wood (2x) backing
- I. Fixtures to withstand 150 lb. pressure in any direction without displacement. Install firmly fixed blocking in wall for rigid support of fixture supplies.
- K. For sink sizes, first dimension is left to right, second dimension is front to back.

1.2 Description

- A. Provide material, labor and complete system described and shown.

1.3 Quality Assurance

- A. References:
 - 1. American Society for Testing Materials (ASTM) publications:
 - a. B32 Solder Metal
 - b. B88 Seamless Copper Water Tube
 - 2. National Electrical Manufacturers Association (NEMA)
 - 3. International Conference of Building Officials (ICBO)
 - 4. Underwriters' Laboratories, Incorporated (UL)

- B. Materials: Except as otherwise permitted by specification designation, provide new materials of standard make and current manufacture. Where applicable, conform to ASME, ASTM, NFPA or other requirements and have UL listing. Select Equipment to fit space provided.
- C. Workmanship: Run piping parallel to building, keep as inconspicuous as possible, and grade evenly. Set equipment plumb and true with easy access for maintenance. Off-set piping as required to provide for proper and necessary clearances. Provide adequate clearances for repair and service of mechanical equipment.
- D. Coordination: Maintain qualified supervisory personnel on job to coordinate work and space utilization with other trades involved. Supervisor must be completely familiar with operation and requirements of equipment being installed and be responsible for job during entire construction period. Prior to request for final review, be certain that equipment and controls are functioning properly.

PART 2 - PRODUCTS

2.1 Common Motor Requirements for Plumbing Equipment

- A. Electrical Connections
 - 1. Division 26 specifies wiring, provides disconnect switches, mounts starters and makes line voltage connections to equipment furnished under Division 22, unless noted under specific item. Division 26 provides control wiring, except as indicated, to conform with Division 26 wiring methods.
- B. Motor Starters
 - 1. Supply three phase electrical equipment and single phase equipment 1/2 HP and over with magnetic starter. Control voltage to be 24 or 120 volt, coordinate with contractor installing controls. Provide internal control transformer if required. Provide hand-off-auto switch on face of enclosure. Furnish one auxiliary interlock per starter if required. Calculate starter heater coil to Class B motor curves and provide with ambient compensation. Provide protection for all three phases on three phase current under a single NEMA enclosure.
 - 2. Provide appropriate enclosure for each starter. Unless otherwise specified, starter for each equipment item exposed to weather to be weatherproof NEMA 4 enclosure.
- C. Electrical Characteristics
 - 1. Conform with voltage, phase and current limitations shown on Division 16 drawings. Should equipment approved and furnished under these specifications require additional wiring or electrical service beyond that required by specified equipment, arrange with Division 16 to provide addition at Contractor expense.

2.2 Meters and Gages for Plumbing Piping

2.3 General-Duty Valves for Plumbing Piping

- A. Minimum working pressure rating 150 psig W.O.G.

- B. Manufacturer: Apollo, Hammond, Jenkins, Milwaukee, Nibco, FNW, Sioux Chief, Red and White or approved equal.
- C. General Valve Requirements: Hammond valve numbers given to establish quality.
1. Gate Valve:
 - a. Two inch (2") and Smaller: Bronze body, inside screw, rising stem, solid disk wedge, screwed bonnet, No. IB640.
 - b. Two and half inch (2½") and Larger: Iron body, bronze trim, rising stem, flanged, No. IR1140.
 2. Globe Valve:
 - a. Two inch (2") and Smaller: Teflon disc, bronze body, bronze trim, No. IB413.
 - b. Two and a half (2½") and larger: Iron body, bronze trim, bronze disc hot water, Bun-N disc cold water, No. IR116.
 3. Check Valve:
 - a. One inch (1") and Smaller: Bronze body, horizontal swing, screwed bonnet, renewable disc, No. IB904.
 - b. One and a quarter (1¼") and Larger: Iron body, horizontal swing, bolted bonnet, renewable seat and disc, flanged, No. IR1124.
 - c. Non-Slam: Wafer style, spring loaded, silent check valve. Hammond IR9253, or Jergens, FNW, Victaulic, Metraflex, Val-matic Watts. Use on pump discharges.
 4. Ball Valves: Bubble tight shutoff, seats glass filled teflon to minimize seat cold flow.
 - a. One inch (1") and smaller: Full port, 150 psig W.O.G., suitable for 220 F operation, two piece screwed type bronze body, One and a quarter (1¼") and larger: Full port, 150 psig W.O.G., suitable for 220 F operation, two piece screwed type bronze body. Threaded, sweat or ProPress.
 5. Butterfly Valves: Lug type (or grooved ends), ductile iron body, stainless steel disk for 150 psig shutoff, extended neck for insulated pipes.
 - a. Four inch (4") and Smaller: EPT O-ring and seat, valve rated for 220 degrees F on heating systems and 200 degrees F all others, locking lever handle, No. 6201- 01/6211-01.
 - b. Six inch (6") and larger: EPT O-ring and seat, valve rated for 200 degrees F, manual gear operator with memory stop, No. 6201-01-03/6211-01-03.
 6. Drain Valves: Hose end gate valve or gate valve with hose connection. Do not use sillcocks in lieu of drain valves.

2.4 Hangers and Supports for Plumbing Piping and Equipment

- A. Piping: Provide galvanized hangers for the pipe supported. Provide copper plated hangers and guides in contact with copper pipe. Provide 16 gauge insulation shield for 4" and larger pipe and 20 gauge for 3" and smaller. Length of the shield 6 times nominal pipe diameter except minimum length 6 inches. Hanger types permitted are as follows:

1. Clevis - for all pipes – Caddy, PHD Manufacturing 450-454.
 2. “J” hanger - for all pipes – Caddy, PHD Manufacturing 970-973.
 3. Swivel Ring - for non-insulated pipe – Caddy, PHD Manufacturing 141-151.
 4. Swivel Ring w/ Shield - for insulated pipes 2" and smaller –Caddy, PHD Manufacturing 155.
 5. Riser Clamps - for steel and iron pipe – Caddy, PHD Manufacturing 550, for copper pipe caddy, - PHD Manufacturing 552 and 554.
 6. Pipe Rolls – Caddy, PHD Manufacturing 490, provide pipe covering protection saddles for 1-1/2 inch and larger insulated pipe at each roll – Caddy, PHD Manufacturing 651.
 7. Pipe Guide – Caddy, PHD Manufacturing 670-678.
 8. Pipe Anchors - Flexonics AC Series or Fee & Mason Fig. 140 welded to pipe.
 9. Beam clamps – caddy, PHD Manufacturing 350 and 360.
- B. Trapeze support systems: Hot rolled steel channel with electrogalvanized finish, clips, fasteners, and clamps with matching finish by same manufacturer.

2.5 Identification for Plumbing Piping

- A. Valves: Provide numbered brass disc attached to each valve. Valve numbers in separate series for each section of specification.
- B. Equipment: Provide name plates of black phenolic resin with white 1/2" high letters attached to or adjacent to each piece of equipment including but not limited to the following: pumps, starters, and switches. Do not use marking pen or Dymo.
- C. Piping: Band all piping with heat resistant adhesive backed PVC material, width, frequency, color and lettering to conform to ANSI A13.1. Indicate fluid in piping and direction of flow. Provide in mechanical, fan and storage rooms and exposed in other finished areas at each valve, each change of direction, 20 feet apart on straight runs and at locations where piping enters or leaves space. In concealed areas band at valves, pipe junctions and 40 feet apart on straight runs.

PART 3 - EXECUTION

3.1 General

- A. Install fixtures in accord with manufacturer's instructions.
- B. Clean and flush traps. Thoroughly clean fixture surfaces with a non-abrasive cleanser.

3.2 Pipe supports

- A. Locate hangers, supports, and accessories to support pipelines, valves, and additional concentrated loads.
- B. Single Pipes: Support horizontal runs of steel, copper pipe under 2" and cast-iron soil pipe on suitable hangers spaced at not more than 5 feet on centers. Support all steel and copper piping 2" and larger at not more than 10 feet on centers.
1. Independently support piping at equipment, such as duct mounted coils, so that no weight is supported by equipment.
 2. Do not spring or bend pipe to fit conditions or to make up joints.

Support piping in manner to prevent binding, undue swing, and transmission of vibration to structure. Provide sway bracing where hanger rods are longer than 12" and at maximum spacing of 40 feet.

3. Install minimum of one hanger or brace within two (2) feet from each change of direction in piping.

- C. Trapeze Hangers: Where pipes are clustered, parallel, and in same plane, support by trapeze hangers. Provide rods and channel sized to suit load imposed.

3.3 Sleeves

- A. Provide sleeves where pipes pass through walls, floors, or ceilings. Make sleeves as follows:
 1. In bearing walls, foundations, masonry or concrete walls and slabs, use schedule 40 black steel pipe poured in place or plastic schedule 40 pipe.
- B. Waterproof sleeves through building exterior skin, including walls, floors and roofs, to prevent leakage.
- C. Size sleeves for insulated piping to allow continuous insulation through sleeve.
- D. Where sleeves pass through fire rated assemblies:
 1. Pack annular space between pipe and sleeve with intumescent material capable of expanding up to 8 to 10 times when exposed to 250 degrees F temperature or higher, UL classified with I.C.B.O., B.O.C.A.I., and S.B.C.C.I. (NRB 243) approved ratings to 3 hours per ASTM E814 (UL1479).
 2. Acceptable material: Hilti, 3M Fire Barrier Caulk, Putty, Strip and Sheet, or Dow Corning fire stop equivalent putty No. 2000 and 2001 foam. Install escutcheon at exposed penetrations to cover sleeve and spacing sealant.

3.4 Typical Piping

- A. Provide clear flow dielectric waterway couplings to prevent electrolysis between dissimilar metals, when use of dissimilar metals cannot be avoided in one system.
- B. Close openings in pipes with appropriate caps, plugs, or covers during storage and progress of work to preclude introduction of contaminants.
- C. Slope pipelines and provide low point drains for piping and equipment.
- D. Provide valves and unions adjacent to tanks, batteries of plumbing fixtures and equipment, for disconnect purposes. Install valves with stems vertical wherever possible, and in no case with stems below horizontal.
- E. Provide ball valve and check valve on cold water supply to domestic water make-up connections.
- F. Ream ends of pipe to full diameter.

- G. Provide pipe anchors, swing joints, and expansion compensators as required to control expansion of pipelines.
- H. Reduce pipe sizes using reducing tees or reducing fittings.
- I. Provide escutcheons on pipes passing through walls, floors, and ceilings in finished areas and where piping is in counters, closets, or cabinets, and subject to view when doors are open. Cover pipe sleeve and secure plate in position.
- J. Testing:
 - 1. Test all piping to a pressure equal to 1.5 times the working pressure of the system. Hold test pressure for minimum of 4 hours without leakage, as required by local jurisdiction.
 - 2. Leave piping exposed (unconcealed) for observation during testing. Expose any work that was covered or concealed before testing for the duration of the testing period.
 - 3. Repair leaks & defects discovered during testing with new material and re-test until satisfactory results are obtained.
 - 4. Testing of portions of the entire system is permitted provided clear documentation is included with the test reports showing the extent of the piping under test.

3.5 Threaded Pipe

- A. Cut threads true and of depth of make up properly without leaks.
- B. Make connections to show at least two threads and not more than four threads when tight.
- C. Make up joints with Teflon tape only for domestic water as recommended by tape manufacturer, or as specified for individual piping systems.
- D. Use approved type pipe compound for gas and oil piping.

3.6 Cleaning

- A. Clean exposed, uninsulated piping to remove shipping labels, flux, solder drips, pipe dope, dirt, oil, loose scale or other contaminants.
- B. Thoroughly flush out and clean each piping system. Be aware of obstructions in piping, such as flow control valves, strainers, etc., during cleaning process. Make provisions to handle these items using by-passes, back-flushing, leaving equipment out and installing temporary connections until piping is clean or whatever is required to accomplish complete cleaning.

3.7 Lubrication

- A. Lubricate equipment properly per manufacturer's recommendations prior to operating and placing in service.

3.8 Sanitize Plumbing Piping

- A. Thoroughly sterilize entire domestic water system with solution containing not less than 200 parts per million of available chlorine. Introduce chlorinating

materials into system in an approved manner. Allow sterilization solution to remain in system for period of 3 hours, during which time open and close valves and faucets several times. After sterilization, flush solution from system with clean water until the residual chlorine content is not greater than 0.2 parts per million. Provide certificate of test results from Abby Labs, or equal.

3.9 Special requirements for Pipe in Fire Resistive Construction:

- A. The plumbing system piping must not compromise the fire resistive rating of the construction where installed. Provide fire stopping materials at each membrane or through penetration that is UL-Listed for the specific application and tested in accordance with ASTM E 814 & ASTM E 119. Wherever possible use the same manufacturer of fire stopping products as used under Section 078400 by the General Contractor.
- B. Penetrations
 1. Protect with fire stop systems installed as tested in accordance with ASTM E 119 or ASTM E 814 with a minimum positive pressure differential of 0.01 inches of water column.
 2. Provide systems with F rating of 1 hour or higher to match assembly's rating.
 3. For floor assembly penetrations not within wall cavity or not in direct contact with combustible materials, provide systems with T rating of 1 hour or higher to match assembly's rating.
- C. Insulation and Coverings can only be continuous through the penetration if the UL-Listing of the system used is tested for that insulation and covering.
- D. Securely fasten sleeves to fire resistant construction where used and fire stop inside (sleeve to pipe) and outside (sleeve to construction) of the sleeve.
- E. Combustible to Non-Combustible piping connections within assemblies are prohibited unless transition complies with the requirements of the assemblies UL-Listing.
- F. Before concealing any installations arrange for inspection from the Authority Having Jurisdiction. Authority Having Jurisdiction will determine the size of samples to be inspected and the number of installations for destructive testing (repair at no additional cost to Owner). Provide manufacturer's literature and documentation to Inspector for review at project site.

END OF SECTION

PART 1 - GENERAL

1.1 Description

- A. This section describes specific requirements, products and methods of execution relating to insulation pipes and other surfaces of plumbing systems installation.
- B. Provide skilled applicators directly employed and supervised by firm specializing in this type of work.

PART 2 - PRODUCTS

2.1 Fire Rating of Materials

- A. Provide insulation products used aboveground in building with burning characteristics not to exceed following, rated according to NFPA 255-1972 "Methods of Test of Surface Burning Characteristics of Building Materials": Flame Spread 25, Fuel Contributed 50, Smoke Developed 50.
- B. Insulation specified for use underground and aboveground away from building, might have other burning characteristics. Use such products only where specifically required.

2.2 Insulation

- A. Domestic cold main line and hot water mainlines
 - 1. Sectional glass fiber insulation, thickness as listed below, having thermal conductivity of not over 0.27 at 100°F. Provide white universal vapor barrier jacket with sealing lap.
 - 2. Closed cell "TUBOLIT" polyolefin (polyethylene) foam insulation designed for service between -165°F and +210°F with a thermal conductivity of 0.24 at 75°F, U.V. stabilized, and suitable for direct burial underground without special protection.
 - 3. Armaflex Tubolit
- B. Schedule
 - 1. Cold water mainlines: ½" wall insulation (closed cell foam or Fiberglass)
 - 2. Hot water mainlines: 1" wall for 2" and smaller, 2 ½" and larger 1 ½" wall (closed cell foam or fiberglass)
 - 3. PEX: No insulation on all runouts, and any non-recirculated hotwater.
- C. ADA Insulation:
 - 1. At plumbing piping exposed under Lavatories, insulate the exposed piping and traps with product specifically designed for this application meeting ADA requirements. Provide Handi-Lav Guard or equivalent. Offset p-traps to clear wheelchair access.

PART 3 - EXECUTION

3.1 General

A. Piping:

1. Seal to hanger inserts and to wall, ceiling or floor inserts.
2. Sectional Insulation. Jacket as specified. Neatly apply insulation with joint on top or back of piping. Butt insulation tightly at all side and end joints and at sleeves. Seal longitudinal jacket laps and butt strips smoothly with Benjamin Foster 85-20 or self-seal adhesive. For vapor barrier jacket, seal terminations with Benjamin Foster 30-35.
3. Seal around each joint of all exterior metal jacketed pipe with silicone mastic.

B. Fittings:

1. Plastic fitting covers, Zeston or equal.
2. Miter joints with Mastic coating to seal joint.

END OF SECTION

DRAFT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section Includes:
 - 1. Equipment nameplates.
 - 2. Access panel and door markers.
 - 3. Pipe markers.
 - 4. Stencils.
 - 5. Valve tags.
 - 6. Valve schedules.

QUALITY ASSURANCE

- B. Quality Standard for Piping Identification: ASME A13.1.

1.2 PRODUCTS

- A. Equipment Nameplates: Engraved or stamped metal or phenolic-resin laminate.
- B. Equipment Markers: Engraved laminated plastic.
- C. Equipment Signs: Engraved, phenolic-resin laminate.
- D. Access Panel and Door Markers: Engraved laminated.
- E. Plastic: Pipe Markers & Plastic tape.
- F. Stencils: Metal or fiberboard.
- G. Valve Tags: Engraved plastic or stamped metal

1.3 MANUFACTURES

- A. Seton
- B. Marking Systems Inc.
- C. Other Manufactures: Submit substitution request.

PART 2 - EXECUTION

2 Valve Tags

- A. Attach to valve with a brass chain
- B. Continuous valve tag numbers throughout the building for each system involved
- C. Match to a valve chart to be provide with O&M

2.2 Pipe Markers

- A. Every 20 feet along continuous exposed runs
- B. Every 10 feet along continuous concealed runs
- C. Adjacent to each valve
- D. On either side of walls or where pipe passes through concealed spaces
- E. On each riser
- F. On each leg of a tee.

2.3 Nameplates

- A. Tag water heaters, pumps, mixing valves and expansion tanks.

END OF SECTION

PART 1 - GENERAL

- 1.1 Description
 - A. Provide following material.
- 1.2 Submittals
 - A. Manufacturer's Literature:
 - 1. Catalog data and illustrations.
 - 2. Pump capacity curves of selected pumps with pump operating point marked on curve.
 - 3. Dimensions, materials, construction details.
- 1.3 Acceptable Manufacturers
 - A. Expansion Tanks: Amtrol, Watts or approved equal.
 - B. Mixing Valves: Lawler, Leonard, Powers, Symmons, Watts
 - C. Hot Water Re-circulation Pump: Bell & Gossett, Grundfos, Taco.
 - D. Elevator Pit Sump Pump: Liberty, Meyers, Zoeller, Paco, Peabody Barnes, Peerless, Weil.

PART 2 - PRODUCTS

- 2.1 Domestic Water Piping
 - A. Underground Domestic Water service to building:
 - 1. Type K copper.
 - 2. Ductile Iron with Mega lug fittings.
 - B. Domestic Water mainlines above grade
 - 1. Copper Type L for mainlines larger than 2" in diameter
 - 2. 316 Stainless Steel with Viega Press Fittings for mainlines larger than 2" in diameter
 - 3. Pipe - Polyethylene tube with cross-linked molecular network structure per ASTM F876 & F877 with 100 psi rating at 180°F
 - a. AQUAPEX by Uponor, Inc. for mainlines 2" in diameter and smaller. Pex A supports can be used to increase support spacing.
 - 5. Solder - Tin/Antimony, ASTM B32.
 - 6. Use clearflow dielectric waterway joints between copper and steel piping.
 - C. Domestic Water branch piping:
 - 1. Pipe - Polyethylene tube with cross-linked molecular network structure per ASTM F876 & F877 with 100 psi rating at 180°F
 - a. AQUAPEX by Uponor, Inc. Pex A supports can be used to increase support spacing. Piping installed in PT concrete deck will be in a manufactured sleeve system from Uponor, Inc.
 - 3. Fittings – EP ProPex or Brass fittings As a system compatible with tube's manufacturer (don't mix & match fittings and compression rings.)
 - a. AQUAPEX: ASTM F1960 EP engineered plastic or Brass fitting with PEX ring using expansion tool. ProPEX EP by Uponor.
 - 4. Pex stubouts ends for Stop Valves: use metal insert for compression angle stops, or F1960 connection angle stop.
- 2.2 Domestic Water Piping Specialties
 - A. Backflow Prevention Valves
 - 1. All devices per the requirements of USC Foundations for Cross Connection Control and Hydraulic Research, Tenth Edition.
 - 2. Unit to be tested after installation by State certified personnel and record filed with the State within 10 days.
 - 3. Provide gate valve on each side for isolation and appurtenances for testing pressure variations necessary across unit to assure necessary protection.

- a. Double Check Valve:
 - (1) Double check valve backflow prevention device incorporating two or more check valves.
- b. Double Detector Check:
 - (1) Double check valve backflow prevention device incorporating two or more check valves.
 - (2) By-pass line with double check valve and water meter.
- c. Reduced Pressure Backflow Preventer:
 - (1) Reduced pressure principle backflow prevention device incorporating two or more check valves, automatically operating differential relief valve located between two check valves and air gap drain funnel for relief. Pipe to floor drain full size.
 - (2) Install so relief line is not trapped and line discharge is 12" minimum above grade or gravity drained area. In all cases line discharges through air gap to hub.

B. Strainers

- 1. "Y" pattern strainer, unless noted otherwise, provide with:
 - a. Removable cover and corrosion resisting sediment basket not less than 0.025" thick with total area of perforations 3.3 times cross-sectional area of pipe. Screen must be accessible without removing the strainer from the line.
 - b. Provide strainer with 1/16" holes for water service, 1/32" for steam service.
 - c. Provide blow-down with nipple and ball valve on all strainers over 2" size.
- 2. Bronze Body: ASTM B584 or B62 bronze Body with threaded or solder end connections.
 - a. Threaded: Hammond 3010, NIBCO® T-221-A, Watts 777
 - b. Solder: Hammond 3040, NIBCO® S-221-A, Watts S777
- 3. Iron Body: ASTM A126 Body & Bonnet.
 - a. Strainers 3 inch and smaller: Class 250 threaded, tapped screw-in bonnet with plug and stainless steel screen. Hammond 3020, NIBCO® T-751-A, Watts 77S
 - b. Strainers 2-1/2 inch and larger: Class 125 flanged, tapped bolted bonnet with plug and stainless steel screen. Hammond 3030, NIBCO® F-721-A, Watts 77F- DI

C. Mixing Valves

- 1. High-low assembly with wall support, two bronze body thermostatic mixing valves, temperature limit stops, integral check valves, outlet ball valves, $\pm 3^{\circ}\text{F}$ temperature control, 60 to 140 $^{\circ}\text{F}$ temperature range adjustment, color-coded dial thermometer, 1 gpm minimum flow. OR USE THIS DESCRIPTION: Bronze body thermostatic mixing valve with union connections, integral check valves, stainless steel disk & springs, locking adjustable cap, $\pm 3^{\circ}\text{F}$ temperature control, and 60 to 120 $^{\circ}\text{F}$ temperature range adjustment with flows as low as 0.5 gpm.
- 2. Size valve to not exceed pressure drop listed in equipment schedule.
- 3. See Plumbing Equipment Schedule on drawing for designator, model and capacity.

2.3 Water Hammer Arresters

- A. Barrel fabricated type "K" hard drawn copper tube with piston or Bellow type, "O" ring seals, and pre-charged with air. Precision Plumbing Products, Inc., Sioux

Chief, or approved.

- 2.4 Domestic Water Pumps (if required)
- A. Water Booster Pump with VFD, Duplex or Triplex.
1. Single package unit with 2-3 pumps, control panel, flow sensor, check valves, pressure sensor, and variable frequency drive.
 2. Pump: Centrifugal type pump with brass or bronze impeller and corrosion resistant alloy steel impeller shaft or stainless steel fitted pump. Balance pump statically and dynamically at operating speed. Motor with oil lubricated bronze sleeve bearings. Below 1/2 HP provide with built-in thermal overload protection.
 3. Control Panel: UL listed with HOA switch, pump disconnect, magnetic starter, battery backed-up programmable controller, and alarm indicators.
 4. Bell & Gossett, PACO, Flow Therm, Grundfos, QuantumFlo or approved.
- B. Hot Water Re-Circulation Pump
- Bronze, in-line centrifugal pump, water lubricated, for domestic hot water. Provide with ball isolation valves at inlet and outlet or pump.
1. Bell & Gossett, Grundfos, Taco.
- 2.5 Drain, Waste, Vent Piping, Storm piping.
1. ABS 6" and smaller- PVC 8" and larger: all piping below slab, all garage piping and all vent piping.
 3. Cast Iron: N/A
 4. Pipe and fittings – service weight hubless cast iron soil pipe and fittings bearing the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and listed by NSF International. Joints - Neoprene gaskets and stainless steel clamp-and-shield assemblies.
 5. Pumped Waste - Galvanized, standard weight, steel pipe for 125 psi service meeting ASTM A53. Fittings - galvanized banded, malleable iron, screwed. As an option grooved end galvanized pipe and fittings with appropriate gasket, ABS pipe is approved too.
 5. Pipe and fittings: Acrylonitrile-Butadiene-Styrene (ABS) Plastic drain, waste, and vent meeting ASTM D2661 or F628 for 6" and smaller. PVC- for 8" and larger.
 6. Provide tracer wire 1' above all underground waste and sewer lines outside building.
- 2.6 Pumped Waste Piping
1. Galvanized, standard weight, steel pipe for 125 psi service meeting ASTM A53. Fittings - galvanized banded, malleable iron, screwed. As an option grooved end galvanized pipe and fittings with appropriate gasket, ABS pipe is approved too.
 2. PVC Schedule 80 – Pipe shall be pipe size (IPS) conforming to ASTM D 1785. Fittings shall be injection molded conforming to ASTM D 2467. Pipe and fittings shall be from one manufacture. All pipe and fitting shall be manufactured in the United States and shall conform to NSF International Standard 61 and the health affects portion of NSF standard 14.
- 2.7 Waste Piping Specialties
- A. Cleanouts
1. Provide cleanouts where shown or required by Code as follows:
 - a. In floors, Sioux Chief, Watts, JR Smith.
 - b. In walls of finished spaces, chrome finish.
 - c. In exterior planting and paved areas, place cover plate flush with surrounding surface.

2.8 Waste Pumps

A. Elevator Pit Sump Pump

1. Submersible sump pump with self-contained level controls.
2. Motor housing of molded high impact resistant material. Cast iron pump body and bottom plate. Abrasion resistant impeller. Mechanical shaft seal of ceramic seat and carbon rotating element operating in oil. Oil-filled motor in water proof, hermetically sealed housing. Automatic, solid state level control switch.

2.8. Natural Gas piping

A. Pipe and fittings

1. Black iron schedule 40 pipe, CSST flex pipe, buried pipe to be Poly pipe
2. Fittings to be threaded, welded, or MegaPress for the black iron pipe. Fittings for the CSST and Poly pipe to be part of that system.

2.9. Emergency Generator piping

A. Vents and fuel fill line.

1. Black iron schedule 40 pipe
2. Fittings to be threaded for exposed joints in the generator room, welded for all piping outside the generator room or covered in the walls, ceilings.

PART 3 - EXECUTION

3.1 Installation

- A. Install per IAPMO installation standards. Install piping where shown on plans. See details for specifics. Verify that system flow direction and pump flow direction are compatible.

END OF SECTION

PART 1 - GENERAL

1.1 Acceptable Manufacturers

- A. Water Heaters, Tank Type: A.O. Smith, American, State, Bradford-White, Lochinvar, PVI, Rheem/Ruud, SuperStor.
- B. Water Heaters, Instantaneous Type: Chromomite, Eemax, Hot Aqua, Intellihot.
- C. Expansion Tanks: Amtrol, Watts, Proflo or approved equal.

PART 2 - PRODUCTS

2.1 Electric Domestic Water Heaters

A. Water Heater

- 1. Automatic electric water heater constructed of glass lined steel tank. Complete with anode, pressure and temperature relief valve and hose thread drain cock.
- 2. Provide dual top and bottom heating elements and thermostat. Heating elements and thermostats replaceable. Thermostat setting range 105 to 150 degree minimum.
- 3. Provide fiber glass tank insulation meeting latest ASHRAE standards for thermal efficiency. Provide enameled steel jacket cover over insulation. See drawings for tank capacity and wattage.
- 4. See Plumbing Equipment Schedule on drawing for designator, model and capacity.

2.2 Fuel-fired Domestic Water Heaters

A. High efficiency water heater

- 1. Gas fired water heater with 94% thermal efficiency and design for PVC flue vent and sealed combustion.
- 2. Provide with self-diagnostic electronic control featuring digital read out of water set point and differential.
- 3. Provide with stainless steel tank (or steel with glass lining and magnesium anode), temperature pressure relief, and hose bibb drain. Provide with baked enamel steel outer jacket with insulation meeting ASHRAE Standard 90.1b-1992.
- 4. Provide with standard manufacturer's warranty.
- 5. See Plumbing Equipment Schedule on drawing for designator, model and capacity.

PART 3 - EXECUTION

3.1 Installation

- A. Install where indicated per manufacturer's installation instructions and recommendations.

END OF SECTION

PART 1 - GENERAL

- 1.1 Acceptable Manufacturers (See approved Submittals for fixture details)
- A. Faucets: Delta, Peerless, Moen, Symmons or approved equal.
 - B. Lavatories: Gerber, Proflo, Kohler, American Standard or approved equal.
 - C. Sinks, Stainless Steel: Elkay, Just, Moen or approved equal.
 - D. Bath/Shower Enclosures, Fiberglass: Fibercare, Everfab, Sterling, Kohler, American Standard or approved equal.
 - E. Bath/Shower Controls: Delta, Peerless, Moen, Symmons or approved equal.
 - F. Toilets: Kohler, American Standard, Gerber, Prflo, Sloan or approved equal.
 - G. Toilet Seats: Bemis, Olsonite
 - H. Washer Supply & Outlets: Sioux Chief.
 - I. Hose Bibbs: Jay R. Smith, Woodford, Zurn, Prier
 - J. Insulation Kits: Truebro, McGuire, Plumberex, Zurn.
 - K. Emergency Fixtures: Encon, Guardian, Haws.
 - L. Stops: Brasscraft, Uponor or equal, compression or F1960 connections.
 - M. Drainage Products: Sioux Chief, Jay R. Smith, JRS, Watts, Zurn, GON.
 - N. Flush valves: Delany, Sloan, Zurn, American Standard
 - O. Mixing Valves: Watts, Powers, Symmons, Leonard

PART 2 - PRODUCTS

- 2.1 Plumbing Fixtures: Reference interior drawings for specific make and models as well as the final approved submittal.

PART 3 - EXECUTION

- 3.1 General
- A. Install fixtures in accord with manufacturer's instructions.
 - B. Clean and flush traps: clean and flush to ensure clear flow.
 - C. Cleanouts: provide where shown or required. Cover should be flush with floor or finished surface.
 - D. Water Supplies: Where both hot and cold water is required at a fixture, connect the hot to the left side and the cold to the right.
 - E. Water Hammer Arresters: Provide here shown and where required by the local code.

- F. Mixing Valves: Provide at tub fill valves and public use lavatories and where required per OPSC (Oregon Uniform Specialty Code).
- G. Priming Valves: Provide for floor drains, floor sinks, hub drains and similar traps. PPP, Sioux Chief or approved equal.

3.2 Sanitize Plumbing Piping

- A. Thoroughly sterilize entire domestic water system with solution containing not less than 200 parts per million of available chlorine. Introduce chlorinating materials into system in an approved manner. Allow sterilization solution to remain in system for period of 3 hours, during which time open and close valves and faucets several times. After sterilization, flush solution from system with clean water until the residual chlorine content is not greater than 0.2 parts per million. Provide test results from Abby Lab or equivalent.

END OF SECTION

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WEBSTER ROAD HOUSING
DIVISION 23

23 01 00	Operations and Maintenance
23 05 00	Common Work Results for HVAC
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53	Mechanical Identification
23 05 93	Testing, Adjusting, and Balancing
23 07 16	Ductwork Insulation
23 07 19	HVAC Piping Insulation
23 09 13	Sequence of Operation
23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Outlets and Inlets
23 41 00	Particulate Air Filtration
23 81 00	Decentralized Unitary Air Conditioner Units
23 81 26	Split System Air Conditioners and Heat Pumps

DRAFT

PART 1 - GENERAL

1.01 DESCRIPTION / SUMMARY

- A. This section provides information for the preparation and submission of operation and maintenance manuals.
- B. Each section included in Division 23 incorporates this section by reference and is incomplete without the provisions stated herein.

1.02 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Section 23 05 00 – Common Work Results for HVAC
- C. Section 23 05 93 – Testing, Adjusting, and Balancing HVAC
- D. Section 23 33 00 – Air Duct Accessories
- E. Section 23 34 00 – HVAC Fans
- F. Section 23 41 00 – Particulate Air Filtration
- G. Section 23 81 00 – Decentralized Unitary Air Conditioner Units
- H. Section 23 81 26 – Split System Air Conditioners and Heat Pumps

1.03 PREPARATION

- A. Furnish [insert quantity] copies of complete operation and maintenance instructions, service manuals, and parts list applicable to each manufactured item furnished. Bind operation and maintenance information in [insert quantity] separate loose-leaf binders and deliver to the Owner / General Contractor prior to substantial completion of the project.
- B. Organize binders to contain like equipment such as pumps, piping, valves or air handlers, terminal boxes, condensers, etc., in separate sections. Provide a complete index for each binder containing an itemized list of the products by section.
- C. For each section of product / equipment section, organize the data as follows:
 - 1. Furnish the equipment submittals containing technical data with design parameters, ratings, capacity, and other characteristics.
 - 2. Furnish the manufacturer Installation, Operation, and Maintenance manual(s) (IOM).
 - 3. Furnish suggested maintenance schedules, materials, and methods if not included in the IOM.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION / SUMMARY

- A. The Bidding, General, and Supplementary components of this project specification section as noted apply to the work specified in Mechanical Division 23 which encompasses Sections 23 05 00 through 23 84 00 as applicable.
- B. This Section 23 05 00 applies to all sections of Mechanical Division 23

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract Documents.

1.3 SCOPE

- A. It is the intent of these specifications and the accompanying documents to describe complete mechanical system installations for all building areas, new and renovation, as applicable to the project.
- B. Furnish and install all material, labor, and equipment in accordance with these documents.
- C. Include all incidental items and work not specifically shown or specified by required by good practice in a complete system.
- D. The drawings and specifications are complementary. What is called for in one shall be called for in both.
- E. The drawings are diagrammatic but should be followed as closely as possible. Where required by jobsite conditions, relocate and provide materials, etc. as required. Provide an allowance in the contract to furnish additional materials required for coordination with structure and other construction trades.

1.4 DEFINITIONS

- A. Or approved equal: Requires approval prior to bid date.
- B. Indicated:
 - 1. The term "indicated" is a cross reference to details, notes, or schedules on the drawings, other paragraphs or schedules in the specifications, and similar means of recording requirements in the Contract Documents.
 - 2. Where terms such as "shown," "noted," "scheduled," and "specified" are used instead of "indicated," it is for the purpose of helping the reader locate the cross reference, and no limitation of location is intended except as specifically noted.
- C. Directed, Requested, Etc.
 - 1. Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by the Engineer," "requested by the Architect," etc. However, no such implied meaning will be interpreted to extend the Engineer or Architect's responsibility into the Contractor's area of construction supervision.
- D. Approved:
 - 1. Where used in conjunction with the Engineer and Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Engineer or Architect's responsibilities and duties as specified in the General and Supplementary Conditions.
 - 2. In no case will "approval" by the Engineer or Architect be interpreted as a release of the Contractor from responsibilities to fulfill requirements of the Contract Documents.

- E. Provide: The term "provide" means to furnish and install a complete, ready, and operational system or component for the intended use.

1.5 STANDARDS AND CODES

- A. Provide all equipment and material and perform all work in accordance with all applicable local, state and national codes and regulations.
- B. For work on this project, comply with appropriate standards published by the following:
 1. AMCA - Air Movement and Control Association.
 2. ANSI - American National Standards Institute.
 3. AHRI Air-Conditioning, Heating, and Refrigeration Institute.
 4. ASA - Acoustical Society of America.
 5. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
 6. ASME - American Society of Mechanical Engineers.
 7. ASTM - American Society for Testing and Materials.
 8. I=B=R - Institute of Boiler and Radiator Manufacturers.
 9. NEBB - National Environmental Balancing Bureau.
 10. NEMA - National Electrical Manufacturers Association.
 11. NFPA - National Fire Protection Association.
 12. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association.
 13. UL - Underwriters' Laboratories.

1.6 APPROVAL OF EQUIPMENT AND MATERIALS

- A. Manufacturer's trade names, catalog numbers and material specifications used in this specification are intended to establish the quality of equipment or materials expected. Materials and manufacturers not listed require approval prior to acceptance.
- B. Approval of substitute equipment or materials will be based upon performance, quality and other factors deemed important by the Engineer. The Contractor will be responsible for making all changes in this and other associated work required as a result of the substitution. Additional or modified structural calculations and roof penetrations required to accommodate the substitution will be the responsibility of the contractor.

1.7 SUBMITTALS

- A. Transmit [insert quantity] sets of submittals to the Architect for review. The submittals shall be bound in three-ring binders, have major topic tabs and an index. In order to expedite approval of certain items, it is not necessary to transmit complete submittals initially. The initial transmittal will include the binder, expected tabs and an index indicating which items are included, the date each is transmitted, and which items are yet to be transmitted. Future transmittals shall include a revised index. Submittal items larger than 8 1/2" x 11 shall be a reproducible tracing.
- B. Furnish performance data and technical information on all materials and equipment to be used on the project.
- C. Include shop drawings with the submittals where necessary to determine clearance, where the Contractor proposes alternate equipment or material arrangements, and when requested by the Engineer, Architect, or General Contractor.
- D. Items transmitted for approval must be received and approved prior to construction. All materials and equipment must be approved by the Engineer prior to installation or use.

1.8 QUALITY ASSURANCE

- A. Maintain the highest standards of workmanship throughout the project.
- B. Use the latest editions of applicable and specifically referenced standards.
- C. Inspect all material and equipment upon arrival at the site and return any which is not in new condition.
- D. WARRANTY
 - 1. Provide one year parts and labor warranty for all equipment, materials, and services included.
 - 2. Warranty is contingent on proper maintenance in accordance with the manufacturers Installation, Operation, and Maintenance manual and other industry standard practice.
 - 3. Extended parts warranties may be included by the manufacturer; refer to submittals, contract, and other project documents for additional information.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Receive all material and equipment at the jobsite or shop.
- B. Use proper and sufficient equipment to handle all products employed in the project.
- C. Where storage of material or equipment is necessary, maintain a clean and weatherproof area. Seal any openings and cover the product to assure that there will be no corrosion or foreign matter introduced. Assure that it will be in new condition when placed in service.
- D. Protect all work, material and equipment from loss or damage until the Owner accepts the project.
- E. As the work progresses, keep all equipment covered and cap all ducts and piping that may temporarily be left unconnected.
- F. Notify all other trades of any required precautions necessary to protect the work.

3.2 EXAMINATION / PREPERATION

- A. COORDINATION
 - 1. Cooperate with other trades to assure that construction proceeds in an orderly and timely manner.
 - 2. Study the new and existing architectural, structural, electrical, shop and any specialty drawings as appropriate and specifications to determine required coordination.
 - 3. Prepare detailed shop drawings where necessary to assure proper fit and necessary clearance.
 - 4. Refer to electrical drawings to verify voltage and phase of mechanical equipment
- B. PERMITS, FEES, AND INSPECTIONS
 - 1. Schedule any required inspections.
- C. MATERIALS AND WORKMANSHIP
 - 1. Furnish all materials and equipment in new condition, free from defects. Provide size, make, type and quality specified. Installation shall be completed in a neat and workmanlike manner.

D. MEASUREMENTS

1. Take all measurements from reference datum's established by the General Contractor.

3.3 INSTALLATION

A. EQUIPMENT / MATERIALS / ACCESSORIES

1. Install all equipment in accordance with the manufacturer's instructions unless otherwise indicated and approved.
2. The drawings in general are based upon one of the specific manufacturers listed for a particular equipment item. Installation of other specified or approved manufacturer's equipment may require deviation from the drawings to properly install the product. Complete installation in accordance with the manufacturer's recommendations to provide the system results required.
3. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the Architect in writing of the differences before proceeding with the installation.
4. Provide supports for all apparatus as specified, detailed, and required by the manufacturers of specific equipment and the project governing code authorities. Anchor all roof equipment with size and spacing of anchor bolts as recommended by the respective equipment manufacturer. Provide seismic restraint details and calculations as required.
5. Maintain a copy of the manufacturer's installation instructions at the jobsite for all equipment.

B. ACCESSIBILITY

1. Provide convenient access to all equipment requiring periodic service or maintenance.

C. FIRESTOPPING PENETRATIONS IN FIRE-RATED WALL/FLOOR ASSEMBLIES

1. Contractors shall provide sizing for coordination of cutting, coring, or patching of penetration openings
2. All penetrations in fire rated assemblies shall be appropriately fire-stopped in accordance with listed UL Through Penetration Details or alternate method approved by the authority having jurisdiction.

D. CLEANING

1. Maintain premises and public properties free from accumulations of waste, debris and rubbish during construction.
2. Clean all mechanical equipment and components of dust, grease, iron cuttings, unnecessary stamps or shipping labels, etc.
3. Touch up factory-painted surfaces, as necessary, with paint of matching color.

3.4 START-UP

- A. Equipment start-up shall be performed by factory trained or otherwise qualified technicians.
- B. Start-up forms shall be completed for each piece of equipment and at a minimum shall include:
 1. Nameplate Identification and Performance Data
 2. Electrical Voltage, Phase, and Amperage
 3. Design Data and Operation Setpoints
 4. Notes of conditions relevant to start-up and operation of the equipment
- C. Refer to each equipment specification section for additional requirements.

3.5 DEMONSTRATION / TRAINING

- A. Schedule a meeting between the Contractor's representative and the Owner for the purpose of reviewing operation and maintenance of the building mechanical systems. The Contractor's representative shall be well qualified and knowledgeable of the systems in this facility.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Section includes hangers and supports for mechanical system piping, ductwork, and equipment.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Expansion Fittings and Loops for HVAC Piping, Section 23 05 16
- D. Vibration and Seismic Controls for HVAC Piping and Equipment, Section 23 05 48
- E. Refrigerant Piping, Section 23 23 00
- F. HVAC Ducts and Casings, Section 23 31 00
- G. HVAC Fans, Section 23 34 00
- H. Packaged Outdoor Units, Section 23 74 00
- I. Split System Air Conditioners and Heat Pumps, Section 23 81 26
- J. Decentralized Unitary Air Conditioner Units Section 23 81 00

1.3 PUBLICATIONS / REFERENCES

- A. AWS D1.1, Structural Welding Code – Steel
- B. ASME BPVC, ASME Boiler and Pressure Vessel Code
- C. 2012 ASHRAE Handbook, Systems and Equipment

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.
 - 2. Indicate service for each type of hanger.
 - 3. Submit literature or describe duct supporting method.

1.5 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Weld Code – Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. M-CO, Grinnell, Super Strut, Anvil International, Michigan Hanger, B-Line, and approved alternate

HANGERS AND SUPPORTS FOR HVAC PIPING

2.2 MINIMUM REQUIREMENTS

- A. PIPE ATTACHMENTS:
 - 1. Non-insulated copper pipe: Provide dielectric protection where ferrous hangers or supports are used.
 - 2. Plastic pipe: Compression attachment
 - 3. Riser clamp, copper pipe: Provide dielectric protection where ferrous clamps are used.
- B. Structural Attachments: Provide all necessary structural attachments such as concrete anchors, beam clamps, hanger flanges and brackets, Hangers shall not be suspended from other piping, equipment, etc.
- C. Miscellaneous items such as hanger rod, rod couplings, turnbuckles, etc. shall be accounted for and compatible with the piping system.

2.3 VIBRATION ISOLATORS

- A. Vibration isolators shall be provided near outdoor equipment to prevent transmittance to the building piping system.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide hangers and supports in accordance with the instructions furnished by the manufacturers of these devices. Support ductwork as required by the UMC, OMSC, and per SMACNA recommendations.
- B. For horizontal piping install pipe hangers with maximum hanger spacing and maximum hanger rods as recommended in the 2012 edition of the ASHRAE Handbook, Systems and Equipment Chapter 46. Where concentrated loads of valves, fittings, etc. occur, closer spacing will be necessary and shall be based on the weight to be supported and the maximum recommended loads for the hanger components.
- C. Horizontal banks of piping may be supported on a common steel channel strut member spaced not more than the shortest allowable span required on the individual pipe. Piping to be maintained at these relative lateral positions using clamps, slips or free to roll axially or slide using an insulated protector at all points of support for insulated lines.
- D. Provide additional structural members where required to support piping or ductwork.
- E. Provide hangers and support devices in accordance with the equipment manufacturer's instructions for all equipment.
- F. Provide seismic bracing and supports per the Oregon Structural Specialty Code and SMACNA Seismic Restraint Manual Guidelines as required by the governing jurisdiction. Provide seismic restraint details and calculations as required by the governing code jurisdiction.
- G. Provide supplementary drawings and calculations as required by governing code jurisdictions noting seismic support data/calculations as required for permit purposes.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Identification systems for mechanical equipment and piping.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
Common Work Results for HVAC, Section 23 05 00
- B. Metal Ductwork, Section 23 31 13
- C. Fans, Section 23 34 10

1.3 PUBLICATIONS / REFERENCES

- A. ANSI A 13.1, Standard for Piping Identification

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. List of proposed equipment tags
 - 2. Product information on piping markers

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. W.H. Brady Co, Seton, Rowmark, Hanply, or Approved Alternate

2.2 MINIMUM REQUIREMENTS

- A. Equipment Identification: Equipment identification tags shall be three ply, white center, black face plastic plates with ½" high letters.

PART 3 - EXECUTION

3.1 EXAMINATION / PREPERATION

- A. Review identification markings for conformance to ANSI A 13.1 prior to installation.
- B. Coordinate installation of identification devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

3.2 INSTALLATION

- A. Provide each piece of equipment with a manufacturer's standard nameplate indicating manufacturer's name, model number, capacities and characteristics.
- B. In addition (not including residential dwelling equipment), provide each piece of equipment with a plastic tag indicating its designation on this project (such as EF-1, RTU-1) and the area served. Mount this tag with screws, where possible, in a clearly visible location.

END OF SECTION

DRAFT

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Pressure Testing of Ductwork and Piping
- B. System Balance of Air and Water HVAC systems.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Operations and Maintenance for HVAC, Section 23 01 00
- C. Common Work Results for HVAC, Section 23 05 00
- D. Air Duct Accessories, Section 23 33 00
- E. HVAC Fans, Section 23 34 00
- F. Air Outlets and Inlets, Section 23 37 00
- G. HVAC Ducts and Casings, Section 23 31 00
- H. Particulate Air Filtration, Section 23 41 00
- I. Decentralized Unitary Air Conditioner Units, Section 23 81 00
- J. Split System Air Conditioners and Heat Pumps, Section 23 81 26

1.3 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Default forms for Testing, adjusting, and balancing.
 - 2. Certificate of balancer by nationally recognized testing agency (see Quality Assurance).

1.4 OPERATIONS AND MAINTENANCE DATA

- A. Provide O&M data in accordance with Section 23 01 00
- B. O&M data shall include certificate of completion, inspection and test by authority having jurisdiction on required systems

1.5 QUALITY ASSURANCE

- A. All testing, adjusting, and balancing to be performed by a certified balancer. Acceptable certifications include:
 - 1. National Environmental Balancing Bureau (NEBB)
 - 2. National Balancing Council (NBCTAB)
 - 3. Testing, Adjusting, and Balancing Bureau (TABB)
- B. Code Compliance: Perform tests where required in the presence of the authority having jurisdiction as required.

PART 2 - PRODUCTS

2.1 MINIMUM REQUIREMENTS

- A. Contractor shall furnish required instruments, gauges, meters, and necessary connection points for performance of the testing, adjusting, and balancing.

PART 3 - EXECUTION

3.1 GENERAL

A. ADJUSTING AND BALANCING:

1. Conduct the systems balance work in accordance with standard procedures and recognized practices outlined by ASHRAE and nationally recognized certification bodies. Record all actual equipment nameplate, drive and operating data at the site.
2. After all adjustments are made, check the space for noise, vibration and drafts and eliminate if possible.
3. Document any problems or operating difficulties that could not be rectified.
4. Upon completion of balancing work, submit one copy of final report to Engineer for approval. Make corrections as requested. Submit four (4) copies of final report to the contractor for inclusion in the O&M manuals.
5. Provide sets of marked balancing drawings showing air opening numbers that correspond to the numbering system in the balancing logs with the final reports.

3.2 EXECUTION

A. Fan Coils:

1. Assure that air filters are clean, if not new, prior to beginning air balance work.
2. Adjust fan drives to obtain fan speed required for air volumes. Speed shall be set to the minimum to provide required air volume at furthest run without excessive static pressure.
3. Adjust minimum outside air volume to that shown on the plans.
4. Include the following in the logs:
 - a. Supply, return and outside air volumes. Static pressure drops across fan, filters and coil.
 - b. Total pressure drops for supply and return system.
 - c. Fan speed or RPM.
 - d. Actual motor voltage, amperage, RPM and overload heater sizes.

B. Fans:

1. Make adjustments and record data in same manner as Rooftop units.
2. Adjust drive or motor speed as available on fans to obtain fan speed required for air volumes. Speed shall be set to the minimum required to provide air volume without excessive static pressure.
3. Include the following in the logs:
 - a. Individual CFM with all air handling units in normal mode during individual fan testing.
 - b. Actual motor voltage, amperage, RPM and overload heater sizes, as well as nameplate data.
 - c. Individual dryer booster fan cut-in pressure.

C. Air Distribution System:

1. Adjust air volumes at diffusers and grilles to within plus or minus 10% of the values shown on the plans.
2. Adjust diffusers and grilles for proper direction and throw.
3. Log all readings taken.
4. Mark final position of all balancing dampers.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Providing of all required thermal and acoustical duct insulation as specified or shown on the drawings.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Metal Ducts, Section 23 31 13
- D. Identification for HVAC Piping and Equipment, Section 23 05 53

1.3 PUBLICATIONS / REFERENCES

- A. ASTM C 553, Mineral Fiber Blanket and Felt Insulation
- B. ASTM C 423, Sound Absorption of Fibrous Glass Duct Insulation Liner
- C. UL 181, Factory-Made Air Ducts and Air Connectors
- D. ASTM E84, Standard Test Method for Surface Burning

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.

1.5 QUALITY ASSURANCE

- A. Installer shall have previous experience and are skilled and proficient at installing the specified insulation products and types
- B. All materials (to include, but not limited to, insulation, jackets, facings, coatings, mastics, adhesives, sealants, etc.) installed inside the building must have a certified and tested composite flame spread/smoke developed rating of 25/50 in accordance with ASTM E84

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Armacell, Atco, rFoil, Thermaflex, Johns Manville, Owens-Corning, Certainteed, Knauf, or approved alternate.

2.2 MINIMUM REQUIREMENTS

- A. Duct insulation R-value shall be consistent with applicable local energy codes and standard practice.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Store all insulation materials in a protected, dry location.

3.2 EXAMINATION / PREPERATION

- A. Verify that ductwork has been tested before applying insulating materials.
- B. Verify that surfaces are clean, foreign materials removed, and dry.
- C. Maintain required ambient temperature during and after installation for a minimum period of 24 hours.

3.3 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state, and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with the manufacturer's published recommendations.
- C. Where vapor barriers are required, the vapor barrier shall be on the outside. Extreme care shall be taken that the vapor barrier is unbroken. Joints, etc. shall be sealed. Where insulation with a vapor barrier terminates, it shall be sealed off with the vapor barrier being continuous to the surface being insulated. Ends shall not be left raw.
- D. Extreme care shall be taken in insulating high and medium pressure ductwork including all ductwork between the fan discharge and all mixing boxes to ensure the duct is not pierced with sheet metal screws or other fasteners. All high and medium pressure ducts in these specifications are classified as high velocity ductwork.
- E. Flexible round ducts shall be factory insulated

3.4 INSPECTION

- A. Visually inspect the completed insulation installation per manufacturers recommended materials, procedures and repair or replace any improperly sealed joints.
- B. Where there is evidence of vapor barrier failure or "wet" insulation after installation, the damaged insulation shall be removed, duct surface shall be cleaned and dried and new insulation shall be installed.

END OF SECTION

DRAFT

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Providing of all required thermal and acoustical pipe insulation as specified or shown on the drawings.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Identification for HVAC Piping and Equipment, Section 23 05 53

1.3 PUBLICATIONS / REFERENCES

- A. ASTM E84, Standard Test Method for Surface Burning

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.

1.5 QUALITY ASSURANCE

- A. Installer shall have previous experience and are skilled and proficient at installing the specified insulation products and types
- B. All materials (to include, but not limited to, insulation, jackets, facings, coatings, mastics, adhesives, sealants, etc.) installed inside the building must have a certified and tested composite flame spread/smoke developed rating of 25/50 in accordance with ASTM E84

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Armacell, Atco, rFoil, Thermaflex, Johns Manville, Owens-Corning, Certainteed, Knauf, or approved alternate.

2.2 MINIMUM REQUIREMENTS

- A. Pipe insulation R-value shall be consistent with applicable local energy codes and standard practice.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Store all insulation materials in a protected, dry location.

3.2 EXAMINATION / PREPERATION

- A. Verify that piping has been tested before applying insulating materials.
- B. Verify that surfaces are clean, foreign materials removed, and dry.
- C. Maintain required ambient temperature during and after installation for a minimum period of 24 hours.

3.3 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state, and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with the manufacturer's published recommendations.
- C. Where vapor barriers are required, the vapor barrier shall be on the outside. Extreme care shall be taken that the vapor barrier is unbroken. Joints, etc. shall be sealed. Where insulation with a vapor barrier terminates, it shall be sealed off with the vapor barrier being continuous to the surface being insulated. Ends shall not be left raw.

3.4 INSPECTION

- A. Visually inspect the completed insulation installation per manufacturers recommended materials, procedures and repair or replace any improperly sealed joints.
- B. Where there is evidence of vapor barrier failure or “wet” insulation after installation, the damaged insulation shall be removed, pipe surface shall be cleaned and dried and new insulation shall be installed.

END OF SECTION

DRAFT

INTRODUCTION:

Webster Road Housing is a single story, 26,000 SF, 48-unit elderly housing facility. The mechanical systems are comprised of (8) 6-ton & 8-ton Mitsubishi VRF heat pump systems with (8) ERV's providing ventilation air & primarily tenant kitchen & bathroom exhaust, (2) Mitsubishi VRF central controllers, (1) unit heater, (1) ceiling electric heater, (1) electric wall heater, (4) general exhaust fans & (1) commercial kitchen grease exhaust fans. Except for the commercial kitchen exhaust and make-up air, all the mechanical systems shall have 24/7 operations with no set-backs & no motorized dampers.

A. OPERATING MODES -

1. OCCUPIED: All mechanical units except for the commercial kitchen exhaust and make-up air system to remain in the occupied mode continually.
 - a. The following items shall occur when the system is operating in occupied mode:
 - a) SETPOINTS – All spaces occupiable by residences temperature room thermostats shall be set for 75°F Cooling (adj.) and 70°F Heating (adj.) with a minimum 5°F deadband. The electric unit & wall heater EUH-1 & EWH-2 shall have freeze protection setpoints of 45°F (adj.). The ceiling electric heater ECH-3 shall have a heating setpoint of 70°F (adj.).
 - b) VENTILATION SYSTEM: All ventilation systems (ERV's) shall be operated to provide code required ventilation rates.

B. VRF GENERAL: All General requirements (listed previously in Section A) shall be met under all circumstances during system operation.

1. CONTROLS:

- a) This sequence is to be read in conjunction with the controls drawings and points list.
- b) The Mitsubishi system central controller models AE-200A & EW-50A shall determine outdoor unit equipment mode based on building demand and fan coil operation utilizing the Individual Method.
- c) The Mitsubishi Simple MA Remote Controller (Model #PAC-YT53CRAU-J) room thermostats shall determine whether cooling, heating, fan or dry equipment mode is required. This will be allowed via the default "Auto" mode of fan coil operation.
- d) The AE-200A & EW-50A shall automatically change equipment mode to defrost when required.
- e) The AE-200A & EW-50A shall monitor VRFZ system operation and enter equipment Emergency mode if required.

2. AVAILABLE EQUIPMENT MODES:

- a) PURY, PUMY CONDENSING UNIT MODES:
 - i. COOLING ONLY: All operating indoor units are in cooling mode.
 - ii. HEATING ONLY: All operating indoor units are in heating mode.
 - iii. COOLING MAIN: Cooling dominant simultaneous heat/cool mode.
 - iv. HEATING MAIN: Heating dominant simultaneous heat/cool mode.

- v. STOPPING: All indoor units are in fan mode or stopping mode.
 - vi. DEFROST: System has determined that a defrost cycle is required.
 - vii. EMERGENCY: System fault has been detected via integral controls and emergency mode is initiated.
- b) FAN COIL UNIT MODES:
- i. COOLING ONLY: Thermostat signals a call for cooling; heating is disabled.
 - ii. HEATING ONLY: Thermostat signals a call for heating; cooling is disabled.
 - iii. DRY: Dehumidification via reduced fan speed and low coil temperature.
 - iv. AUTO: System determines Heat / Cool / Dry / Fan (default)
 - v. FAN: Fan only. Heat / Cool / Dry disabled.
 - vi. STOPPING: Fan coil is shutting down.
 - vii. DEFROST:
 - a) VRF fan coil's shall continue the blower operation by toggling the SWE switch.
 - b) The PURY outdoor unit shall be programmed for hot gas defrost via the outdoor unit PCB for heat pump operation down to 23F. On the PCB switch 6-10 to Off & switch 4-10 to On.
 - viii. EMERGENCY: System fault has been detected via integral controls and emergency mode is initiated.
- C. EXHAUST EF-1– Continuous operation.
- D. EXHUST EF-2 – Thermostat 95°F (adj.) setpoint.
- E. EXHAUST EF-3, EF-4 – Light switch.
- F. EXHAUST KEF-1 – Type I hood H-1 control panel.
- 1. Motorized damper MD 1-1 to be interlocked with KEF-1.
- G. FREEZE PROTECTION ELECTRIC HEATERS (EUH-1, EWH-2) Heating setpoint shall be set for 45°F (adj.) for 24-hour operation.
- H. COMFORT ELECTRIC HEATER (ECH-3): Heating setpoint shall be set for 70°F (adj.) for 24-hour operation.

- END -

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. This section includes refrigerant piping used for air-conditioning applications

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Split System Air Conditioners and Heat Pumps, Section 23 81 26
- D. Decentralized Unitary Air Conditioner Units, Section 23 81 00

1.3 PUBLICATIONS / REFERENCES

- A. ASME BPVC, ASME Boiler and Pressure Vessel Code
- B. ASHRAE 15, Safety Standard for Refrigeration Systems
- C. ASME B31.5, Refrigeration Piping and Heat Transfer Components
- D. ASTM B88, Standard Specification for Seamless Copper Tube
- E. ASTM B280, Seamless Copper Tube for Air Conditioning and Refrigeration

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.
 - 2. Welding certificates
 - 3. Field quality-control test reports

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- C. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Mueller, Dayco, or approved alternate

2.2 MINIMUM REQUIREMENTS

- A. Pressure rated to minimum 700 PSIG
- B. Type L or K Copper Tube per ASTM B88
- C. Type ACR Copper Tube per ASTM B280
- D. Alternate materials per ASME B31.5

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Store piping in a clean and protected area with end caps in place to ensure the piping interior and exterior are clean when installed.

3.2 INSTALLATION

- A. Hard drawn pipe shall be utilized for piping between the branch controllers and outdoor heat pumps.
- B. Coil tube may be used for piping between the branch controllers and fan coils.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports
- B. Tests and Inspections:
 - 1. Comply with ASME B31.5, Chapter VI
 - 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
 - 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in 2.2 "Minimum Requirements" or as required by the AHJ, up to 150% of the maximum operating pressure or the pressure relieving device, whichever is greater.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of the test
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials and retest until satisfactory results are achieved.

3.4 SYSTEM CHARGING

- A. Charge each system using the following procedures:
 - 1. Install core in filter dryers after leak test but before evacuation.
 - 2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
 - 3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
 - 4. Charge system with a new filter-dryer core in charging line.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Hangers and Supports for HVAC Piping and Equipment, Section 23 05 29
- D. Duct Insulation, Section 23 07 13
- E. Air Duct Accessories, Section 23 33 00
- F. Air Outlets and Inlets, Section 23 37 00
- G. Testing, Adjusting, and Balancing for HVAC, Section 23 05 93

1.3 PUBLICATIONS / REFERENCES

- A. NFPA 90A, Standard for Installation of Air Conditioning and Ventilation Systems
- B. NFPA 90B, Standard for Installation of Warm Air Heating and Air-Conditioning Systems
- C. UL 181, Factory-Made Ducts and Air Connectors
- D. SMACNA "HVAC Duct Construction Standards"
- E. ASHRAE Handbook

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Submittals shall include Shop Drawings of any proposed revisions to the ductwork as shown on the drawings.

1.5 QUALITY ASSURANCE

- A. Provide ductwork in accordance with NFPA 90A and NFPA 90B
- B. Provide a copy of the applicable HVAC Duct Construction Standards, Metal and Flexible on site

PART 2 - PRODUCTS

2.1 MINIMUM REQUIREMENTS

- A. Noncombustible, Class 0 in accordance with NFPA 90A or meeting requirements for Class 1 air duct materials in accordance with UL 181
- B. Steel Ducts: Residential and Low Pressure – Snaplock.
- C. Insulated Flexible Ducts: Flexible duct, wrapped with minimum 1-inch thick flexible glass fiber insulation, enclosed by seamless aluminum pigmented plastic vapor barrier jacket; maximum 0.23 "k" value at 75 degrees F.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Provide temporary closures of metal or taped plastic on open ductwork during construction to prevent construction dust from entering ductwork system.

3.2 INSTALLATION

- A. Construct and assemble all sheet metal supply, return, outside air, and general exhaust duct systems in accordance with the latest edition of the "HVAC Duct Construction Standards" published by SMACNA, Chapter Sixteen "Duct Construction" of the ASHRAE Handbook, and the appropriate chapters of the latest edition of the Uniform Mechanical Code.
- B. Cross brace and reinforce ductwork and plenums with structural steel members to prevent breathing or ballooning.
- C. All joints in the general building air distribution systems (supply, return, and exhaust) shall be sealed airtight with Hardcast or Approved duct sealant.

END OF SECTION

DRAFT

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Providing of all required ductwork accessories specified or shown on the drawings.
- B. Section includes manual volume dampers, control dampers, fire dampers, ceiling dampers, turning vanes, flexible connectors, flexible ducts, etc.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Fire Detection and Alarm, Division 28 for duct-mounted fire and smoke detectors.

1.3 PUBLICATIONS / REFERENCES

- A. NFPA 90A, Standard for Installation of Air Conditioning and Ventilation Systems
- B. NFPA 90B, Standard for Installation of Warm Air Heating and Air-Conditioning Systems
- C. UL 181, Factory-Made Ducts and Air Connectors
- D. SMACNA "HVAC Duct Construction Standards"
- E. AMCA 500D, Laboratory Method of Testing Dampers for Rating
- F. UL 555, Fire Dampers
- G. UL 555S, Smoke Dampers
- H. UL 555C, Ceiling Dampers
- I. NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- J. NAIMA AH116, Fibrous Glass Duct Construction Standards

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.

1.5 OPERATIONS AND MAINTENANCE DATA

- A. Provide any operation and maintenance data for provided duct accessories.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with AMCA 500-D testing for damper ratings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Ruskin, Air Balance Inc, Flexmaster, Trox, Greenheck, Nailor, McGill Airflow LLC, Pottorff, Young Regulator, or approved alternates.

2.2 MINIMUM REQUIREMENTS

- A. Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Volume Dampers:
 - 1. Standard leakage rating, with linkage outside airstream.
 - 2. Suitable for horizontal or vertical applications.
- C. Fire Dampers:
 - 1. Rated and labeled according to UL 555 by a national rating and testing laboratory.
 - 2. Closing rating in ducts up to 4 inch wg static pressure class and minimum 4000 fpm velocity.
 - 3. Fire ratings of 1-1/2 and 3 hour.
 - 4. Frame: Curtain type with blades outside airstream except when located behind a grille
 - 5. Mounting: Vertical or Horizontal as indicated.
 - 6. Heat-Responsive Device: Replaceable 165F rated fusible link or electric resettable link and switch package 165F to 212F rated.
- D. Turning Vanes:
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" Figure 2-3 "Vaness and Vane Runners," and 2-4 "Vane support in Elbows."
 - 2. Vane construction shall be single wall for up to 48" wide ducts and double wall for larger dimensions.
- E. Duct-Mounted Access Doors:
 - 1. Fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible; Figures 2-10, "Duct Access Doors and Panels," and 2-11, "Access Panels – Round Duct."
 - 2. Fabricate doors airtight and suitable for duct pressure class.
 - 3. Frame: Galvanized steel with bend-over tabs and foam gasket.
- F. Grease Duct Access Panel Assemblies:
 - 1. Rated and labeled according to UL 1978 by a National Rating and Testing Laboratory.
 - 2. Gasket: Comply with NFPA 96; grease-tight, high-temperature ceramic fiber, rated for minimum 2000F.
- G. Flexible Duct Connectors:
 - 1. Materials: Flame-retardant or non-combustible
 - 2. Coatings and Adhesives: Comply with UL 181, Class 1
 - 3. Mechanical attachment to ductwork

- H. Flexible Ducts:
1. Comply with UL 181, Class 1
 2. Insulate per local codes or as specified in the design documents.
 3. Mechanical attachment to ductwork

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Store all duct accessories in a dry, clean location prior to installation.

3.2 EXAMINATION / PREPERATION

- A. Examine products for defects prior to installation. Replace as required.

3.3 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
- D. Assure that all dampers are aligned with their regulator pointers and left open for the air balance contractor. Permanently mark full open and full closed positions.
- E. Install turning vanes in all mitered elbows.
- F. Install flexible connections between all fans and connected ducts or plenums. Install with 2-inch space between the fan and connecting duct. Fabric should be snug, but not tight. Secure with flanged connections with accurate alignment between the fan and duct.
- G. Install volume dampers in all branch ducts to outlets where shown on drawings. Provide opposed blade dampers at all air inlets and outlets (grilles).

3.4 QUALITY CONTROL

- A. Operate dampers to verify full range of movement.
- B. Inspect locations of access doors and verify that purpose of access door can be performed.
- C. Inspect turning vanes for proper and secure installation.
- D. Operate remote damper operators to verify full range of movement operator and damper.

END OF SECTION

HVAC FANS

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Providing of all fans as noted in the contract documents. Includes axial / mixed flow fans, centrifugal fans, power ventilators

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Anchors, Hangers and Supports, Section 23 05 29
- D. Vibration Control, Section 23 05 53
- E. System Balance, Section 23 05 95

1.3 PUBLICATIONS / REFERENCES

- A. ACMA 210, Laboratory Method of Testing Fans for Certified Aerodynamic Performance Rating
- B. ACMA 300, Reverberant Room Method for Sound Testing of Fans
- C. ACMA 301, Methods for Calculating Fan Sound Ratings from Laboratory Test Data
- D. ACMA 99, Standards Handbook

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.
 - 2. Certified fan performance curves and system operating curves
 - 3. Motor ratings and electrical characteristics

1.5 OPERATIONS AND MAINTENANCE DATA

- A. Provide Installation, operation, and maintenance data with IOM.

1.6 QUALITY ASSURANCE

- A. Fan Performance Ratings shall conform to AMCA 210 and bear the AMCA Certified Rating Seal
- B. Sound Ratings per AMCA 301, tested to AMCA 300
- C. Fabrication shall conform to AMCA 99

1.7 WARRANTY

- A. Parts: One year parts warranty from the date of substantial completion
- B. Labor: One year labor warranty from the date of substantial completion

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Greenheck, Loren Cook, Twin City Fans, Soler & Palau, Broan, Panasonic, Captive Aire or approved alternate.

HVAC FANS

2.2 MINIMUM REQUIREMENTS

- A. Fans shall be provided such that they are capable of accommodating static pressure variations of plus or minus 10 percent from design without increasing motor size or fan size.
- B. Fans shall be statically and dynamically balanced to eliminate vibrations or noise transmission to occupied areas.
- C. Fans provided for use in Fire / Life / Safety Systems shall have 1.5x the number of belts required for operation, emergency power, and shall be rated to operate under the conditions anticipated at the fan during an emergency.
- D. Direct Drive Ceiling or Cabinet Fans: Packaged forward curved, direct driven cabinet fan designed for horizontal application. Internally isolated fan and motor assembly with solid-state speed control (as scheduled) mounted in an accessible location. Removable standard grille (ceiling fan) or flanged inlet as indicated by scheduled model number. One-half inch thickness fiberglass type insulation securely fastened to inside surfaces of cabinet.
- E. In-line, belt driven cabinet fans: Packaged backward inclined wheel, cabinet fan designed for horizontal application, flanged inlet/outlet, bolted access panels, galvanized housing.
- F. Dryer Booster Fan: In-line, direct driven booster fan kit, listed for dryer service with interlock and lint trap.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. All fans shall be stored prior to delivery to jobsite.

3.2 EXAMINATION / PREPERATION

- A. Prior to installation review product for shipping damage, replace as required.

3.3 INSTALLATION

- A. Do not operate fans for any purpose until ductwork is clean, filters are in place, bearings are lubricated, and fan has been test run under observation.
- B. Install fans as indicated or specified with resilient mountings and flexible electrical leads.
- C. Install flexible connections specified between fan inlet and discharge ductwork.
- D. Install fan restraining snubbers as required.
- E. Provide sheaves required for final air balance.
- F. Provide safety screen where inlet or outlet is exposed.
- G. Provide backdraft or motorized dampers on discharge of exhaust fans as indicated.

3.4 START-UP

- A. Complete start-up forms for each piece of equipment

3.5 DEMONSTRATION / TRAINING

- A. Provide owners training by authorized personnel showing operating and maintenance procedures.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Section includes all required grilles, diffusers, louvers, roof hoods, louver penthouses, and other inlets and outlets specified or shown on the drawings.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.
- C. Testing, Adjusting, and Balancing for HVAC, Section 23 05 93

1.3 PUBLICATIONS / REFERENCES

- A. ASHRAE 70, Method of Testing the Performance of Air Outlets and Air Inlets
- B. ACMA 500D, Laboratory Methods of Testing Dampers for Rating
- C. NFPA 90A, Standard for Installation of Air Conditioning and Ventilation Systems
- D. NFPA 90B, Standard for Installation of Warm Air Heating and Air Conditioning Systems
- E. SMACNA "HVAC Duct Construction Standards – Metal and Flexible"

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.
 - 2. Noise level data shall also be provided.

1.5 QUALITY ASSURANCE

- A. Test and rate performance of air outlets and inlets in accordance with ASHRAE 70
- B. Test and rate performance of louvers in accordance with AMCA 500D
- C. Conform to NFPA 90A and 90B

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Ceiling Diffusers: Titus, Price, Krueger, or approved alternate.
- B. Wall Louvers: Greenheck, Ruskin, or approved alternate.
- C. Roof Hoods: Greenheck, Cook, or approved alternate.
- D. Goose Neck: Field or Shop Fabricated.

2.2 MINIMUM REQUIREMENTS

- A. Rectangular Ceiling Diffusers
 - 1. Rectangular, adjustable pattern, stamped, multicore type diffuser to discharge air in 360 degree pattern with sectorizing baffles where indicated.
 - 2. Provide appropriate mount/frame type for application
 - 3. Provide with standard factory finish unless otherwise indicated
 - 4. Provide radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.
- B. Perforated Face Ceiling Diffusers:
 - 1. Perforated face with fully adjustable curved blade pattern controller in the diffuser neck.
 - 2. Provide appropriate mount/frame type for application.
 - 3. Provide with standard factory finish unless otherwise indicated
 - 4. Provide with opposed blade damper adjustable from diffuser face and multi-louvered equalizing grid.
- C. Perforated Face Return/Exhaust Grilles:
 - 1. Perforated face with back pan, removable face, and neck sizes as indicated on drawings.
 - 2. Provide appropriate frame/mount type for application.
 - 3. Provide with standard factory finish unless otherwise indicated.
- D. Sidewall Supply Grille:
 - 1. Double deflection type with fully adjustable blades.
 - 2. Rectangular steel construction grille.
 - 3. Provide with standard factory finish unless otherwise indicated.
- E. Sidewall Return Air Grille
 - 1. Rectangular steel construction grille.
 - 2. 45 degree blade setting.
 - 3. Provide with standard factory finish unless otherwise indicated.
- F. Louvered-Penthouse Ventilators:
 - 1. Construction: All-welded assembly with 4-inch-deep louvers, mitered corners, and galvanized steel.
 - 2. Roof Curbs: Galvanized steel sheet; with mitered and welded corners. Size as required to fit roof opening and ventilator base.
 - 3. Provide with ½ inch square mesh bird screening, galvanized steel, 0.041-inch wire
- G. Roof Hoods:
 - 1. Factory or shop fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figures 5-6 and 5-7.
 - 2. Materials: Galvanized-steel sheet, minimum 0.064-inch, suitably reinforced.
 - 3. Roof Curbs: Galvanized-steel; with mitered and welded corners. Size as required to fit roof opening and ventilator base.
 - 4. Provide with ½ inch square mesh bird screening, galvanized steel, 0.041-inch wire
- H. Wall Louvers:
 - 1. Construction: Extruded aluminum louver with stationary blades.
 - 2. Provide with flanged frame.
 - 3. Provide with ½ inch square mesh bird screening, galvanized steel, 0.041-inch wire

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Store in a dry, clean location prior to installation.

3.2 EXAMINATION / PREPERATION

- A. Review product for defects prior to installation, replace as necessary.

3.3 INSTALLATION

- A. Install items in accordance with manufacturers' instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with the architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, grilles, and registers.
- E. Provide specialties and frames for air devices as required for the installation.
- F. Verify any special color requirements prior to ordering.

3.4 START-UP

- A. Provide an air balance per Testing, Adjusting, and Balancing for HVAC, Section 23 05 93

END OF SECTION

DRAFT

PART 1 - GENERAL

1.1 DESCRIPTION / SUMMARY

- A. Providing of all disposable filters.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00.

1.3 PUBLICATIONS / REFERENCES

- A. ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality
- B. ASHRAE 52.1 and 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
- C. NFPA 90A, Standard for Installation of Air Conditioning and Ventilation Systems
- D. NFPA 90B, Standard for Installation of Warm Air Heating and Air-Conditioning Systems

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.

1.5 QUALITY ASSURANCE

- A. Comply with applicable requirements in ASHRAE 62.1 Section 4 – "Outdoor Air Quality": Section 5 – "Systems and Equipment"; and Section 7 – "Construction and Startup."
- B. Comply with ASHRAE 52.1 for arrestance and ASHRAE 52.2 for MERV rating
- C. Comply with NFPA 90A and NFPA 90B

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Camfil Farr, American Filter, Continental, Eco-Air, or approved equal.

2.2 MINIMUM REQUIREMENTS

LOCATION	FILTER TYPE
TENANT FAN COILS	HONEYCOMB MESH
DUCTLESS FAN COILS	FACTORY WASHABLE
DUCTED FAN COILS	MERV 8
ERV SUPPLY	NON-WOVEN FABRIC
ERV EXHAUST	NON-WOVEN FABRIC

EXECUTION

2.3 DELIVERY, STORAGE, AND HANDLING

- A. Store filters in a clean, dry location prior to installation

2.4 EXAMINATION / PREPERATION

- A. Verify sufficient access and clearance is available for normal service and maintenance.

2.5 INSTALLATION

- A. Install filters in position to prevent the passage of unfiltered air.
- B. Install filters in filter racks, grilles, or other required locations prior to system start-up or operation.
- C. Replace all non-washable filters with a clean set after construction is completed prior to occupancy

2.6 START-UP

- A. Verify appropriate filters are in place prior to equipment startup.

END OF SECTION

DRAFT

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

- A. All work to be furnished and installed under this section shall comply with all the requirements of General Conditions, Supplemental Conditions, Division 01 – General Requirements, Section 230500 – Basic Materials and Methods, and other Sections in Division 23 specified herein.

1.02 SCOPE

- A. All work to be furnished and installed under this section shall comply with all the requirements of Division 01, and shall include, but not necessarily be limited to, the following:
 - 1. Ductless split systems
 - 2. Variable Refrigerant Flow System.
 - 3. Controls and control connections.
 - 4. Electrical power connections.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 230500: Basic Materials and Methods
- B. Section 230595: System Balance
- C. Division 26: Electrical

1.04 QUALITY ASSURANCE

- A. EQUIPMENT: Provide packaged units that are the standard product of an equipment manufacturer regularly engaged in the production of such units who issues complete catalog information on such products. Units shall not be fabricated by the Contractor.

1.05 SUBMITTALS

- A. Manufacturers' catalog or technical data substantiating performance required. Mark up literature to indicate operating points and all specified options.
- B. Show all dimensions and describe materials and methods of construction.
- C. Show and describe recommended methods of installation.

1.06 OPERATION AND MAINTENANCE DATA

- A. Furnish O&M data including manufacturer's literature and maintenance instructions.
- B. Furnish complete operation and maintenance manuals noting service points and recommended service schedules. Note specific techniques and equipment recommended for this equipment service.

PART 2 PRODUCTS

2.01 DUCTLESS SPLIT SYSTEM AIR CONDITIONING UNITS

- A. Acceptable Manufacturers: Mitsubishi, Sanyo, or approved equal
- B. Indoor Fan Coil Unit:
 - 1. General
 - a. Factory fabricated fan coil units of the size, type configuration and capacity as scheduled on the drawings. Units shall be self-contained, factory assembled and pre-wired with condensate pump.
 - b. All pressure drops, horsepower and dimensions shown are maximum allowable. All units must have AMCA certified performance data for fans tested in the unit casings. Bare fan certification without casing is not acceptable.

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

2. Unit Cabinet Shall be galvanized steel with powder coated baked enamel finish.
 3. Fan Assembly
 - a. Direct-drive, double inlet fan wheels shall have forward-curved blades, and be statically and dynamically balanced, with scrolls and fans constructed of galvanized steel.
 - b. Rotating assembly shall provide a rigid support for motor and fan assembly. Assembly shall be accessible and entire assembly shall be removable for maintenance.
 - c. Motor shall be minimum two speed permanent split capacitor type.
 4. Coils shall be ARI Certified. All coil shall be constructed of non-ferrous seamless copper and pressure tested in the factory
 5. Unit suspension: Units shall be provided with factory welded mounting clips for mounting units.
 6. Electrical: The unit electrical power shall be per the schedule.
 7. Controls
 - a. Unit shall have a wired controller to perform input functions necessary to operate the system.
 - b. The controller shall consist of an On-Off switch, Cool/Dry-Fan selector, Thermostat setting, Timer Mode, High-Low fan speed, Auto Vane selector, Test Run Switching and check Mode switching.
 - c. Temperature changes shall be by 2°F increments with a range of 65 - 87°F.
 - d. The control system shall consist of two (2) microprocessors interconnected by a single non-polar two wire cable.
 - e. Wiring shall run direct from the indoor unit to the controller with no splices.
 - f. Manufacturer shall provide 2-conductor 18 Ga. Stranded wire for connection to remote controller.
 - g. The microprocessor located in the indoor unit shall have the capability of sensing room temperature and indoor coil temperature, receiving and processing commands from the wired controller, providing emergency operation and controlling the outdoor unit.
 - h. The Control voltage from the controller to the indoor unit shall be 12 volts, DC.
 - i. The control voltage between the indoor unit and the outdoor unit shall be 12 volts, DC.
 - j. The system shall be capable of automatic restart when power is restored after power interruption.
 - k. The system shall include self-diagnostics including total hours of compressor run time.
 - l. The microprocessor within the wall mounted remote controller shall provide automatic cooling, display set point and room temperature, 24 hour on/off timer so that automatic operation function display, check mode for memory of most recent problem.
- C. Outdoor Condensing Unit:
1. General: Provide remote outdoor compressor units consisting of hermetic compressor with overload protection, direct drive condenser fan, aluminum fin/seamless copper tube coil, strainer, high and low pressure switches, accumulator, and thermostatic expansion valve.
 2. Low Ambient Control: System shall be capable of operating at 0°F ambient temperature.
 3. Unit Cabinet: Galvanized steel with powder coat enamel finish.
 4. Condenser Fans: Direct drive propeller type. Motors to be totally enclosed, single phase, with Class B insulation and permanently lubricated bearings. Fan shall be mounted for low noise. Fan blades to be statically and dynamically balanced.
 5. Coil: Aluminum fins mechanically bonded to copper tubes.

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

6. Refrigerant Components: Liquid tube shutoff valve with sweat connection, suction tube shutoff valves with sweat connection, R-410A refrigerant, and accumulator.
7. Compressor: Hermetically sealed two-speed compressor mounted on rubber mountings. Protection to include internal thermal overloads. An internal pressure relief valve to provide high-pressure protection to the refrigerant system. Provide external service valves for the refrigerant circuit. A crankcase heater shall be factory mounted on the outside of the compressor.
8. Electrical: Unit electrical power shall be per schedule. The outdoor unit shall be controlled by the microprocessor located in the indoor unit. The control voltage between the indoor unit and the outdoor unit shall be 12 volts, DC.

2.02 VARIABLE REFRIGERANT FLOW SYSTEM

- A. Acceptable Manufacturers:
 1. Mitsubishi (City Multi), Daikin (VRV).
 2. The basis of design is Mitsubishi (City Multi).
- B. Indoor Unit – Ceiling Ducted, 1-Way throw & Highwall Ductless:
 1. Description: The unit shall be a ceiling ducted fan coil designed to mount above the ceiling with a 2-position, field adjustable return and a fixed horizontal discharge supply. Furnish complete unit including cabinet, mounting kit and accessories, refrigerant line set, electronic expansion valve, fan and motor assembly, cooling coil, condensate drain pan and filter. Unit as scheduled on drawing, factory-tested and assembled, factory wired, refrigerant-to-air heat exchanger, fan/motor assembly, compressor, controls and safety devices, control circuit transformer, shipped in one piece with ARI certification and UL listing.
 2. Cabinet: The cabinet shall be space saving, ceiling concealed, ducted and shall have provisions for a field installed filtered outside air intake. Constructed of 18 gauge steel, removable panels for access to components. Provide drain connection. Provide low profile 15" deep maximum.
 3. Fan and Motor: The evaporator fan shall be an assembly with one or two lines-flow fan(s) direct driven by a single motor. The fan shall be statically and dynamically balanced and run on a motor with permanently lubricated bearings. The fan shall consist of two (2) speeds, high and low.
 4. Coil/Piping: The indoor coil shall be direct expansion type of nonferrous construction with smooth plate fins on copper tubing. A condensate pan shall be located under the coil. Both refrigerant lines shall be insulated.
 5. Filter: Provide return filter box with Merv 8 filters for ceiling ducted fan coils.
 6. Electrical: Furnish all starters and contactors. Arrange for single point electrical connection.
 7. Condensate Pump: Provide condensate pump with hard-wired electrical connection when required; pipe drain per plan.
- C. Indoor Unit – Controls:
 1. Provide a complete, factory-installed VRF control system with all operating and safety controls, consisting of remote controllers and centralized controllers. Network together using a high-speed communication bus and wiring as recommended by manufacturer. Provide all control wiring for a complete and operational system. Provide all required controllers for stand-alone temperature sensors. The controls network to support operation monitoring, scheduling, error email distribution, personal browsers, and online maintenance support. Refer to Section 23 09 13 Sequence of Operations for HVAC Controls for required controls, control functions and sequences of operation for the factory installed controls.

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

2. Standard Room Thermostat: Simple MA Remote Controllers, with ability to allow the user to change on/off temperature setting, and fan speed setting. The room temperature shall be sensed at either the Simple MA Remote Controller or the Indoor Unit dependent on the indoor unit dipswitch setting. Provide display of a four-digit error code in the event of system abnormality/error.
 3. Centralized Controller: Capable of controlling via a PC a maximum of 50 indoor units with multiple outdoor units. The Centralized Controller shall be able to override remote controllers every 2 hours, system configuration, daily/weekly/annual scheduling, monitoring of operations status, error email notification, online maintenance tool and malfunction monitoring. Provide basic operation controls which can be applied to an individual indoor units, a group of indoor units (up to 50 indoor units) or all indoor units (collective batch operation) including on/off operation mode selection (cool, heat, auto, dray and fan) temperature setting., fan speed setting, airflow direction setting, error email notifications and online maintenance.
 4. Power Supply: Provide 12V power supply for centralized controllers.
- D. Outdoor Unit:
1. Description:
 - a. Provide air cooled heat pump (with heat recovery system for simultaneous heating and cooling) designed for outdoor installation with factory supplied supports, properly assembled and tested at the factory.
 - b. Unit shall be completely weatherproofed and include compressor, condenser coils, condensing fans, motor, refrigerant reservoir, charging valve, all controls and a holding charge of refrigerant.
 - c. Provide guards on condenser fans and coil guard. Unit shall have a power coated finish.
 - d. Unit shall be completely factory assembled, piped, wired and tested.
 - e. Both refrigerant lines shall be insulated between the outside and inside units.
 - f. Unit shall have a sound rating no higher than 63 db(a).
 - g. The units shall be modular in design and allow for side-by-side installation with minimum spacing.
 - h. Provide accessories and kits required for a complete installation including field connection of heat pump units.
 2. Cabinet: The casing(s) shall be fabricated of galvanized steel, bonderized and finished with baked enamel.
 3. Condenser Fans and Motors: Direct driven variable speed propeller type fans with permanently lubricated motors. All fans shall be provided with a raised guard to prevent contact with moving parts. The outdoor unit shall have vertical discharge airflow.
 4. Refrigerant Circuits: Units shall hold a charge of R410A refrigerant. Unit shall include back seating service valve and gauge ports in liquid and suction lines. Provided refrigerant filter-dryer. The refrigeration circuit of the condensing unit shall consist of a scroll compressor, motors, fans, condenser coil, electric expansion valve, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut-off valves, oil separators, service parts, liquid receivers and accumulators.
 5. Coil: The outdoor coil shall be of nonferrous construction with lanced or corrugated plat fins on copper tubing.
 6. Compressors: Furnish inverter driven scroll hermetic sealed compressor isolation and sound muffling. Units shall have overload and inherent winding thermostat protection to prevent burn out. Provided crankcase heater. Multiple compressors shall be manifolded for single joint connection on liquid and suction lines. The capacity shall be completely variable down to 16% of rated capacity.
 7. Electrical: Furnish all starters and contactors.
 8. Controls: Provide high and low pressure cutouts, contactors and internal overload protection on all motors. Provide low ambient operation to 0°F outside to maintain condensing temperature on part load operation. Provide short cycle timer.

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

9. Controls: Complete factory installed control system with all operating and safety controls. Include all remote sensors and devices for field installation. Refer to Section 23 09 13 Sequence of Operations for HVAC Controls for required controls, control functions and sequences of operation for the factory installed controls.
- E. Branch Circuit Controller:
1. General: The unit shall have a galvanized steel finish. The BC Controller shall be completely factory assembled, piped and wired. Each unit shall be run tested at the factory. This unit shall be mounted indoors. Unit shall operate so that different zones served by each controller can be in heating and cooling mode simultaneously.
 2. Cabinet:
 - a. The casing shall be fabricated of galvanized steel.
 - b. Each cabinet shall house a liquid gas separator and multiple refrigeration control valves.
 - c. The unit shall contain tub-in-tube heat exchangers.
 3. Refrigerant Valves:
 - a. The unit shall be furnished with multiple two position refrigerant valves.
 - b. Each circuit shall have a two-position liquid line valve and a two-position suction line valve.
 - c. When connecting a 54,000 BTU/hr or larger indoor unit section, two branch circuits shall be joined together at the branch controller to deliver an appropriate amount of refrigerant. The two refrigerant valves shall operate simultaneously.
 - d. Linear electronic expansion valves shall be used to control the variable refrigerant flow.
 4. Integral Drain Pan: An integral condensate pan and drain shall be provided.
 5. Controls: The control circuit between the indoor units and the outdoor unit shall be 24VDC completed using a 2-conductor, twisted pair shielded cable to provide total integration of the system.
 6. Controls: Provide a factory packaged control system for all components of the Variable Refrigerant Flow system and for related Exhaust Fans. Include all remote sensors and devices for field installation. Provide all devices, materials, equipment, software, wiring, labor and engineering necessary to achieve the Sequences of Operation described in Section 23 09 13 Sequence of Operation for HVAC Controls.

PART 3 EXECUTION

3.01 DUCTLESS SPLIT SYSTEM AIR CONDITIONING UNITS INSTALLATION

- A. Install in accordance with the manufacturer's instructions.
- B. Provide layout drawings of units, locations and power requirements to electrical installer.
- C. Provide 4: high rails.
- D. Install condensate drain piping and traps in accordance with manufacturer's instructions.
- E. Install copper refrigerant piping and insulate lines.
- C. Install controller and all wiring associated with control signals between air handling unit and condensing unit. Conceal low voltage wiring in building structure, or inside the refrigerant pipe insulation, or in conduit.
- C. Electrical installer shall install all line voltage power wiring and conduit. Coordinate with Division 26 work.

DECENTRALIZED UNITARY AIR CONDITIONING UNITS

3.02 VARIABLE REFRIGERANT FLOW SYSTEM

- A. Installation:
1. Install in location shown on drawings. Level unit and secure to structure.
 2. Make piping connections and unit installation per manufacturer's recommendations and installation guide.
 3. Size and run refrigerant piping between fan coil unit and air-cooled condensing unit per manufacturer's recommendations. Provide double suction and/or discharge risers if recommended by the manufacturer.
 4. Insulate all refrigerant piping.
 5. Pipe condensate pan to floor drain per manufacturer's installation guide.
 6. Make refrigerant piping connections. Install refrigeration accessories and charge system. Provide additional refrigerant as required for proper operation at design capabilities.
- B. Controls: Install controls. Provide all devices, materials, equipment, software, wiring, interconnecting power, labor and engineering necessary to achieve the Sequences of Operation describe in Section 23 09 13 Sequence of Operation for HVAC Controls.
- C. Start-up:
1. General: Comply with manufacturer's instructions.
 2. Install filters before operating unit.
 3. Ensure proper refrigerant and air flow before operating unit compressor.

END OF SECTION

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SECTION 23 81 26

SYSTEM AIR CONDITIONERS AND HEAT PUMPS

PART 1 - GENERAL**1.1 DESCRIPTION / SUMMARY**

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

1.2 RELATED WORKS

- A. Mechanical Plans and General Provisions of the Contract
- B. Common Work Results for HVAC, Section 23 05 00
- C. Refrigerant Piping, Section 23 23 00

1.3 PUBLICATIONS / REFERENCES

- A. NFPA 70, National Electric Code
- B. ASHRAE 15, Safety Standard for Refrigeration Systems
- C. ASHRAE 62.1, Standard for Ventilation and Indoor Air Quality
- D. ASHRAE 62.2, Ventilation And Acceptable Indoor Air Quality In Low-Rise Residential Building
- E. AHRI 210 / 240, Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment

1.4 SUBMITTALS

- A. Provide submittals in accordance with Section 23 05 00
- B. Submittals shall include:
 - 1. Manufacturer's technical literature for all products used including weights, dimensions, and performance.
 - 2. Show or describe the recommended methods of installation.

1.5 OPERATIONS AND MAINTENANCE DATA

- A. Furnish Operation and Maintenance data including manufacturer's literature and maintenance instructions.
- B. Furnish complete operation and maintenance manuals noting service points and recommended service schedules. Note specific techniques and tools recommended for this equipment service.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
 - 1. Fabricate refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
 - 2. Applicable requirements in ASHRAE 62.1, Section 4 – "Outdoor Air Quality," Section 5 – "Systems and Equipment," Section 6 – "Procedures," and Section 7 – "Construction and System Start-Up."
- C. Code Compliance:
 - 1. Comply with all applicable requirements in 2019 Oregon codes, including but not limited to the Oregon Mechanical Specialty Code, Oregon Structural Specialty Code, and Oregon Energy Efficiency Specialty Code.
- D. Equipment: Provide packaged units with paired indoor and outdoor components that are a standard product of a manufacturer regularly engaged in the production of such units who issues complete catalog information on such products. Units shall not be fabricated by the contractor.

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SECTION 23 81 26

SYSTEM AIR CONDITIONERS AND HEAT PUMPS

1.7 WARRANTY

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of the split-system air-conditioning units that fail in materials or workmanship within the specified warranty period.
- B. Warranty Period:
 - 1. One year parts warranty from the date of Substantial Completion
 - 2. One year labor warranty from the date of Substantial Completion
 - 3. Extended Compressor warranty if included in contract documents.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Mitsubishi, LG, Sanyo, Daikin, or approved alternate

2.2 MINIMUM REQUIREMENTS

- A. Indoor Fan Coil Unit:
 - 1. General
 - a. Factory fabricated fan coil units of the size, type, configuration, and capacity as scheduled on the drawings. Units shall be self-contained, and factory assembled.
 - b. All pressure drops, horsepower, and dimensions shown are maximum allowable. All units must have AMCA certified performance data for fans tested in the unit casing.
 - c. Provide condensate pumps where required.
 - 2. Fan Assembly
 - a. Direct-drive, double inlet fan wheels shall have forward-curved blades, and be statically and dynamically balanced, with scrolls and fans constructed of galvanized steel.
 - b. Rotating assembly shall provide a rigid support for motor and fan assembly. Assembly shall be accessible and entire assembly shall be removable for maintenance.
 - c. Motor shall be minimum two speed.
 - 3. Coils shall be constructed of non-ferrous seamless copper tubing and pressure tested at the factory. Fins may be aluminum or copper and bonded to the tubing.
 - 4. Unit shall be provided with factory mounting clips for suspension.
- B. Outdoor Condensing Unit:
 - 1. General
 - a. Provide remote outdoor compressor unit consisting of compressor with overload protection, direct drive condenser fan, seamless copper tube with aluminum or copper fin coil, strainer, high and low pressure switches, accumulator, and thermostatic or electronic expansion valve.
 - 2. Low Ambient Control: System shall be capable of operating at 0F ambient temperature.
 - 3. Condenser Fans: Direct drive propeller type. Motors to be totally enclosed, single phase with Class B insulation and permanently lubricated bearings. Fan shall be mounted for low noise. Fan blades to be statically and dynamically balanced.
 - 4. Refrigerant Components: Liquid shutoff valve, suction shutoff valve, R-410a refrigerant, and accumulator.
 - 5. Compressor Protection to include internal thermal overload, internal pressure relief valve, and external service valves for the refrigerant circuit.
- C. Energy Performance to be tested and listed in accordance with AHRI Standard 210 / 240.
- D. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

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SECTION 23 81 26

SYSTEM AIR CONDITIONERS AND HEAT PUMPS

PART 3 - EXECUTION**3.1 DELIVERY, STORAGE, AND HANDLING**

- A. Equipment shall be stored in a clean, dry area prior to delivery to the job-site.

3.2 EXAMINATION / PREPERATION

- A. Prior to installation evaluate equipment for shipping damage, replace as required.

3.3 INSTALLATION

- A. Install in accordance with the manufacturer's instructions.
- B. Provide layout drawings of units, locations and power requirements to electrical installer.
- C. Provide 4: high pad or rails extending 6" beyond edge of condensing unit on all sides. Attach condensing unit to concrete pad with concrete anchors and angle brackets.
- D. Install condensate drain piping and traps in accordance with manufacturer's instructions.
- E. Install copper refrigerant piping and insulate lines.
- F. Install controller and all wiring associated with control signals between air handling unit and condensing unit. Conceal low voltage wiring in building structure, or inside the refrigerant pipe insulation, or in conduit.
- G. Electrical installer shall install all line voltage power wiring and conduit. Coordinate with Division 26 work.

3.4 START-UP

- A. Charge system and perform leakage testing prior to system start-up.
- B. After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.

3.5 COMMISSIONING**3.6 DEMONSTRATION / TRAINING**

- A. Engage an authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION

Division 26 - Electrical

Section 260505 - Selective Demolition for Electrical

MATERIALS AND EQUIPMENT

Materials and equipment for patching and extending work: As specified in individual sections.

Section 260519 - Low-Voltage Electrical Power Conductors and Cables

CONDUCTOR AND CABLE APPLICATIONS

Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

Nonmetallic-sheathed cable is permitted only as follows:

Where not otherwise restricted, may be used:

For branch circuit wiring in dry locations within one- and two-family dwellings and their attached or detached garages, and their storage buildings.

For branch circuit wiring in dry locations within multifamily dwellings permitted to be of Types III, IV, and V construction.

Service entrance cable is permitted only as follows:

Where not otherwise restricted, may be used:

For dwelling unit feeders in dry locations within multifamily dwellings permitted to be of Types III, IV, and V construction.

In addition to other applicable restrictions, may not be used:

Where exposed to damage.

Metal-clad cable is permitted only as follows:

Where not otherwise restricted, may be used:

Where concealed above accessible ceilings for final connections from junction boxes to luminaires.

Maximum Length: 6 feet (1.8 m).

Where concealed in hollow stud walls, above accessible ceilings and under raised floors for branch circuits up to 20 A.

Exception: Provide single conductor building wire in raceway for circuit homerun from first outlet to panelboard.

In addition to other applicable restrictions, may not be used:

Where exposed to damage.

For damp, wet, or corrosive locations, unless provided with a PVC jacket listed as suitable for those locations.

For patient care areas of health care facilities requiring redundant grounding.

CONDUCTOR AND CABLE GENERAL REQUIREMENTS

Provide products that comply with requirements of NFPA 70.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

Comply with NEMA WC 70.

Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

Conductor Material:

Provide copper conductors except where aluminum conductors are specifically indicated or permitted for substitution. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.

Substitution of aluminum conductors for copper is permitted, when approved by Owner and authority having jurisdiction, only for the following:

Services: Copper conductors size 1/0 AWG and larger.

Feeders: Copper conductors size 1/0 AWG and larger.

Where aluminum conductors are substituted for copper, comply with the following:

Size aluminum conductors to provide, when compared to copper sizes indicated, equivalent or greater ampacity and equivalent or less voltage drop.

Increase size of raceways, boxes, wiring gutters, enclosures, etc. as required to accommodate aluminum conductors.

Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

Tinned Copper Conductors: Comply with ASTM B33.

Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

Minimum Conductor Size:

Branch Circuits: 12 AWG.

Exceptions:

20 A, 120 V circuits longer than 100 feet: 10 AWG, for voltage drop.

20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.

20 A, 277 V circuits longer than 250 feet: 10 AWG, for voltage drop.

Residential applications only, 15A, 120V circuits: 14 AWG..

Control Circuits: 14 AWG.

SINGLE CONDUCTOR BUILDING WIRE

Description: Single conductor insulated wire.

Insulation Voltage Rating: 600 V.

Insulation:

Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

Size 4 AWG and Larger: Type XHHW-2.

Installed Underground: Type XHHW-2.

Aluminum Building Wire (only where specifically indicated or permitted for substitution): Type XHHW-2.

NONMETALLIC-SHEATHED CABLE

Description: NFPA 70, Type NM multiple-conductor cable listed and labeled as complying with UL 719, Type NM-B.

Insulation Voltage Rating: 600 V.

SERVICE ENTRANCE CABLE

Service Entrance Cable for Above-Ground Use: NFPA 70, Type SE multiple-conductor cable listed and labeled as complying with UL 854, Style R.

Insulation Voltage Rating: 600 V.

METAL-CLAD CABLE

Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

Insulation Voltage Rating: 600 V.

Insulation: Type THHN, THHN/THWN or THHN/THWN-2.

Grounding: Full-size integral equipment grounding conductor.

Armor: Steel, interlocked tape.

Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

WIRING CONNECTORS

Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

Wiring Connectors for Splices and Taps:

Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.

Connectors for Aluminum Conductors: Use compression connectors or mechanical connectors.

Wiring Connectors for Terminations:

Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.

Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.

Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.

Aluminum Conductors: Use compression connectors or mechanical connectors for all connections.

Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.

Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

Mechanical Connectors: Provide bolted type or set-screw type.

Compression Connectors: Provide circumferential type or hex type crimp configuration.

Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

ACCESSORIES

Electrical Tape:

Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion,

and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

Cable Ties: Material and tensile strength rating suitable for application.

Section 260526 - Grounding and Bonding for Electrical Systems

GROUNDING AND BONDING REQUIREMENTS

Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.

Do not use products for applications other than as permitted by NFPA 70 and product listing.

Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

Grounding System Resistance:

Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.

Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

Grounding Electrode System:

Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.

Provide continuous grounding electrode conductors without splice or joint.

Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.

Metal Underground Water Pipe(s):

Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet (3.0 m) at an accessible location not more than 5 feet (1.5 m) from the point of entrance to the building.

Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.

Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.

Metal In-Ground Support Structure:

Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.

Concrete-Encased Electrode:

Provide connection to concrete-encased electrode consisting of not less than 20 feet (6.0 m) of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.

Ground Rod Electrode(s):

Provide two electrodes unless otherwise indicated or required.

Space electrodes not less than 10 feet (3.0 m) from each other and any other ground electrode.

Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect grounding electrode conductor provided for service-supplied system grounding to this ground bar.

Ground Bar Size: 1/4 by 2 by 12 inches (6 by 50 by 300 mm) unless otherwise indicated or required.

Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:

Provide grounding electrode system for each separate building or structure.

Provide equipment grounding conductor routed with supply conductors.

For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.

Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.

Bonding and Equipment Grounding:

Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.

Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.

Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

Communications Systems Grounding and Bonding:

Provide bonding jumper from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.

Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.

Ground Bar Size: 1/4 by 2 by 12 inches (6 by 50 by 300 mm) unless otherwise indicated or required.

GROUNDING AND BONDING COMPONENTS

General Requirements:

Provide products listed, classified, and labeled as suitable for the purpose intended.

Provide products listed and labeled as complying with UL 467 where applicable.

Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:

Use insulated copper conductors unless otherwise indicated.

Exceptions:

Use bare copper conductors where installed underground in direct contact with earth.

Use bare copper conductors where directly encased in concrete (not in raceway).

Connectors for Grounding and Bonding:

Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.

Unless otherwise indicated, use mechanical connectors, compression connectors or exothermic welded connections for accessible connections.

Ground Bars:

Description: Copper rectangular ground bars with mounting brackets and insulators.

Size: As indicated.

Holes for Connections: As indicated or as required for connections to be made.

Ground Rod Electrodes:

Comply with NEMA GR 1.

Material: Copper-bonded (copper-clad) steel.

Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

Section 260529 - Hangers and Supports for Electrical Systems

SUPPORT AND ATTACHMENT COMPONENTS

General Requirements:

Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.

Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.

Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 4. Include consideration for vibration, equipment operation, and shock loads where applicable.

Do not use products for applications other than as permitted by NFPA 70 and product listing.

Steel Components: Use corrosion resistant materials suitable for the environment where installed.

Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.

Conduit Straps: One-hole or two-hole type; steel or malleable iron.

Conduit Clamps: Bolted type unless otherwise indicated.

Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.

Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.

Comply with MFMA-4.

Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

Anchors and Fasteners:

Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

Concrete: Use preset concrete inserts, expansion anchors or screw anchors.

Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.

Hollow Masonry: Use toggle bolts.
Hollow Stud Walls: Use toggle bolts.
Steel: Use beam clamps, machine bolts or welded threaded studs.
Sheet Metal: Use sheet metal screws.
Wood: Use wood screws.
Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
Comply with MFMA-4.
Channel Material: Use galvanized steel.

Section 260533.13 - Conduit for Electrical Systems

CONDUIT APPLICATIONS

Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.

Underground:

Under Slab on Grade: Use galvanized steel rigid metal conduit, rigid PVC conduit or reinforced thermosetting resin conduit (RTRC).

Exterior, Direct-Buried: Use galvanized steel rigid metal conduit or rigid PVC conduit.

Exterior, Embedded Within Concrete: Use galvanized steel rigid metal conduit, rigid PVC conduit or reinforced thermosetting resin conduit (RTRC).

Embedded Within Concrete:

Within Slab on Grade (within structural slabs only where approved by Structural Engineer): Use galvanized steel rigid metal conduit, rigid PVC conduit or reinforced thermosetting resin conduit (RTRC).

Within Slab Above Ground (within structural slabs only where approved by Structural Engineer): Use galvanized steel rigid metal conduit or rigid PVC conduit.

Within Concrete Walls Above Ground: Use galvanized steel rigid metal conduit or rigid PVC conduit.

Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), electrical metallic tubing (EMT) or rigid PVC conduit.

Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT).

Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT).

Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT).

Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC) or PVC-coated galvanized steel rigid metal conduit.

CONDUIT REQUIREMENTS

Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Minimum Conduit Size, Unless Otherwise Indicated:

Branch Circuits: 1/2 inch (16 mm) trade size.

Branch Circuit Homeruns: 1/2 inch (16 mm) trade size.

Underground, Interior: 3/4 inch (21 mm) trade size.

Underground, Exterior: 3/4 inch (21 mm) trade size.

Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

FLEXIBLE METAL CONDUIT (FMC)

Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel or malleable iron.

LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel or malleable iron.

ELECTRICAL METALLIC TUBING (EMT)

Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

Fittings:

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Material: Use steel or malleable iron.

Connectors and Couplings: Use compression (gland) or set-screw type.

Do not use indenter type connectors and couplings.

Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.

RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

Fittings:

Manufacturer: Same as manufacturer of conduit to be connected.

Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC)

Description: NFPA 70, Type LFNC liquidtight flexible nonmetallic conduit listed and labeled as complying with UL 1660.

Fittings:

Manufacturer: Same as manufacturer of conduit to be connected.

Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B; suitable for the type of conduit to be connected.

REINFORCED THERMOSETTING RESIN CONDUIT (RTRC)

Description: NFPA 70, Type RTRC reinforced thermosetting resin conduit complying with NEMA TC 14 (SERIES).

Supports: Per manufacturer's recommendations.

Fittings: Same type and manufacturer as conduit to be connected.

ACCESSORIES

Section 260533.16 - Boxes for Electrical Systems

BOXES

General Requirements:

Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

Provide grounding terminals within boxes where equipment grounding conductors terminate.

Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:

Use sheet-steel boxes for dry locations unless otherwise indicated or required.

Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.

Use suitable concrete type boxes where flush-mounted in concrete.

Use suitable masonry type boxes where flush-mounted in masonry walls.

Use raised covers suitable for the type of wall construction and device configuration where required.

Use shallow boxes where required by the type of wall construction.

Nonmetallic boxes shall be permitted to be used within dry locations of multifamily dwellings of type III, IV, and V construction.

Fire rated boxes or listed fire rated wraps (putty pads) must be used in fire rated assemblies. Refer to architectural drawings for locations.

Boxes must maintain Architect's specified Sound Transmission Class (STC) for all assemblies. Acoustic rated wraps (putty pads) must be used where the box does not meet the STC.

Do not use "through-wall" boxes designed for access from both sides of wall.

Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

Nonmetallic Boxes: Comply with NEMA OS 2, and list and label as complying with UL 514C.

Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.

Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.

Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

Boxes and Enclosures for Integrated Power, Data, and Audio/Video: Size and configuration as indicated or as required with partitions to separate services; field-connected gangable boxes may be used.

Floor Boxes:

Description: Floor boxes compatible with floor box service fittings provided in accordance with Section 262726; with partitions to separate multiple services; furnished with all components, adapters, and trims required for complete installation.

Underground Boxes/Enclosures:

Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.

Size: As indicated on drawings.

Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches (300 mm).

Applications:

Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.

Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.

Section 260548 - Vibration and Seismic Controls for Electrical Systems

VIBRATION ISOLATION REQUIREMENTS

Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing electrical equipment and/or electrical connections to vibration-isolated equipment.

Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:

General Requirements:

Select vibration isolators to provide required static deflection.

Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.

Select seismic type vibration isolators to comply with seismic design requirements, including conditions of equipment seismic certification where applicable.

Equipment Isolation:

Transformers:

Floor-Mounted Transformers, Non-Seismic Applications: Use resilient material isolator pads, resilient material isolator mounts or open (unhoused) spring isolators.

Floor-Mounted Transformers, Seismic Applications: Use seismic type resilient material isolator mounts or seismic type restrained spring isolators.

Wall-Mounted Transformers, Non-Seismic Applications: Use resilient material isolator mounts.

Wall-Mounted Transformers, Seismic Applications: Use seismic type resilient material isolator mounts.

Engine Generators:

Seismic Applications: Use seismic type restrained spring isolators.

Conduit Isolation:

Use flexible conduit or cable for electrical connections to vibration-isolated equipment, including equipment installed under other sections or by others.

SEISMIC CONTROL REQUIREMENTS

Design and provide electrical component restraints, supports, and attachments suitable for seismic loads determined in accordance with applicable codes, as well as gravity and operating loads and other structural design considerations of the installed location.

Consider wind loads for outdoor electrical components.

Seismic Restraints:

Provide seismic restraints for electrical components except where exempt according to applicable codes and specified seismic design criteria, as approved by authorities having jurisdiction.

Comply with applicable general recommendations of the following, where not in conflict with applicable codes, seismic design criteria, or other specified requirements:

ASHRAE (HVACA).

FEMA 413.

FEMA E-74.

SMACNA (SRM).

Seismic restraint capacities to be verified by a Nationally Recognized Testing Laboratory (NRTL) or certified by an independent third party registered professional engineer acceptable to authorities having jurisdiction.

Seismic Attachments:

Attachments to be bolted, welded, or otherwise positively fastened without consideration of frictional resistance produced by the effects of gravity.

Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) or qualified evaluation service acceptable to authorities having jurisdiction for compliance with applicable building code, and qualified for seismic applications; concrete anchors to be qualified for installation in both cracked and uncracked concrete.

Do not use power-actuated fasteners.

Do not use friction clips (devices that rely on mechanically applied friction to resist loads). Beam clamps may be used for supporting sustained loads where provided with restraining straps.

Comply with anchor minimum embedment, minimum spacing, minimum member thickness, and minimum edge distance requirements.

Concrete Housekeeping Pads:

Increase size of pad as required to comply with anchor requirements.

Provide pad reinforcement and doweling to ensure integrity of pad and connection and to provide adequate load path from pad to supporting structure.

Seismic Interactions:

Include provisions to prevent seismic impact between electrical components and other structural or nonstructural components.

Include provisions such that failure of a component, either essential or nonessential, does not cause the failure of an essential component.

Seismic Relative Displacement Provisions:

Use suitable fittings or flexible connections to accommodate:

Relative displacements at connections between components, including distributed systems (e.g. conduit, cable tray); do not exceed load limits for equipment utility connections.

Relative displacements between component supports attached to dissimilar parts of structure that may move differently during an earthquake.

Design displacements at seismic separations.

Anticipated drifts between floors.

Section 260553 - Identification for Electrical Systems

IDENTIFICATION REQUIREMENTS

Identification for Equipment:

Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

Switchboards:

Use identification nameplate to identify main overcurrent protective device.

Use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.

Panelboards:

Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.

Use typewritten circuit directory to identify load(s) served for panelboards with a door.

For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

Busway:

Provide identification at maximum intervals of 40 feet (12 m).

Use identification nameplate or identification label to identify load(s) served for each plug-in unit. Include location when not within sight of equipment.

Service Equipment:

Use identification nameplate to identify each service disconnecting means. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.

Emergency System Equipment:

Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.

Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.

Use identification nameplate to identify equipment utilizing series ratings, where permitted, in accordance with NFPA 70.

Use identification nameplate to identify switchboards and panelboards utilizing a high leg delta system in accordance with NFPA 70.

Use identification nameplate or identification label to identify disconnect location for equipment with remote disconnecting means.

Use field-painted floor markings, floor marking tape or warning labels to identify required equipment working clearances where indicated or where required by the authority having jurisdiction.

Available Fault Current Documentation: Use identification nameplate to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.

- Service equipment.
- Industrial control panels.
- Motor control centers.
- Elevator control panels.
- Industrial machinery.

Identification for Conductors and Cables:

Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

Identification for Raceways:

Use voltage markers or color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet (6.1 m).

Use identification labels, handwritten text using indelible marker or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor

penetrations, at roof penetrations and at equipment terminations when source is not within sight.

Use identification labels, handwritten text using indelible marker or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

Use underground warning tape to identify underground raceways.

Identification for Boxes:

Use voltage markers or color coded boxes to identify systems other than normal power system.

Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

Identification for Devices:

Use identification label to identify fire alarm system devices.

Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.

Use identification label or engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

Identification for Luminaires:

Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system.

IDENTIFICATION NAMEPLATES AND LABELS

Identification Nameplates:

Materials:

Indoor Clean, Dry Locations: Use plastic nameplates.

Outdoor Locations: Use plastic, stainless steel or aluminum nameplates suitable for exterior use.

Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.

Stainless Steel Nameplates: Minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.

Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.

Identification Labels:

Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.

Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

WIRE AND CABLE MARKERS

Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

UNDERGROUND WARNING TAPE

Materials: Use non-detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.

Exception: Use foil-backed detectable type tape where required by serving utility or where directed by Owner.

Non-detectable Type Tape: 6 inches (152 mm) wide, with minimum thickness of 4 mil (0.1 mm).

Foil-backed Detectable Type Tape: 3 inches (76 mm) wide, with minimum thickness of 5 mil (0.1 mm), unless otherwise required for proper detection.

FLOOR MARKING TAPE

Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlamine, 3 inches (76 mm) wide, with alternating black and white stripes.

WARNING SIGNS AND LABELS

Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

Warning Signs:

Materials:

Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.

Outdoor Locations: Use factory pre-printed rigid aluminum signs.

Warning Labels:

Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.

Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.

Section 260923 - Lighting Control Devices

LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

Products for Switching of Electronic Ballasts/Drivers: Tested and rated to be suitable for peak inrush currents specified in NEMA 410.

AUTOMATIC LIGHTING CONTROL SYSTEMS

Manufacturers:

Acuity Brands Inc; www.acuitybrands.com/#sle.

WattStopper; www.wattstopper.com/#sle.

Lutron Electronics Company, Inc; www.lutron.com/#sle.

Osram Sylvania Inc.

Substitutions: See Section 016000 - Product Requirements.

Source Limitations: Furnish products produced by a single manufacturer and obtained from a single supplier.

Capacity: system shall be capable of future expansion by at least 25 percent of installed capacity, including relays, control points, and programmability.

Programming: fully programmable system with serial bus and IP interface for programming and monitoring.

Functionality: system shall be capable of all functions indicated on drawings.

Emergency egress lighting: system shall be capable of emergency lighting control in compliance with UL 924, with capability to maintain proper separation from normal lighting in accordance with NFPA 70.

OCCUPANCY SENSORS

All Occupancy Sensors:

Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.

Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.

Wall Switch Occupancy Sensors:

All Wall Switch Occupancy Sensors:

Description: Occupancy sensors designed for installation in standard wall box at standard wall switch mounting height with a field of view of 180 degrees, integrated manual control capability, and no leakage current to load in off mode.

Ceiling Mounted Occupancy Sensors:

All Ceiling Mounted Occupancy Sensors:

Description: Low profile occupancy sensors designed for ceiling installation.

Power Packs for Low Voltage Occupancy Sensors:

Description: Plenum rated, self-contained low voltage class 2 transformer and relay compatible with specified low voltage occupancy sensors for switching of line voltage loads.

Provide quantity and configuration of power and slave packs with all associated wiring and accessories as required to control the load indicated on drawings.

TIME SWITCHES

Digital Electronic Time Switches:

Description: Factory-assembled solid state programmable controller with LCD display, listed and labeled as complying with UL 916 or UL 917.

Program Capability:

24-Hour Time Switches: Single channel, with same schedule for each day of the week and skip-a-day feature to omit selected days.

7-Day Time Switches: Single channel, capable of different schedule for each day of the week with additional holiday schedule available to override normal schedule for selected days.

Astronomic Time Switches: Single channel, capable of different schedule for each day of the week with additional holiday schedule available to override normal schedule for selected days and field-configurable astronomic feature to automatically adjust for seasonal changes in sunrise and sunset times.

Schedule Capacity: Not less than 16 programmable on/off operations.

IN-WALL TIME SWITCHES

Digital Electronic In-Wall Time Switches:

Description: Factory-assembled solid state programmable controller with LCD display, suitable for mounting in standard wall box, and listed and labeled as complying with UL 916 or UL 917.

Program Capability:

7-Day Time Switches: Capable of different schedule for each day of the week.

Astronomic Time Switches: Capable of different schedule for each day of the week and field-configurable astronomic feature to automatically adjust for seasonal changes in sunrise and sunset times.

Schedule Capacity: Not less than 40 programmable on/off operations.

OUTDOOR PHOTO CONTROLS

Stem-Mounted Outdoor Photo Controls:

Description: Direct-wired photo control unit with threaded conduit mounting stem and field-adjustable swivel base, listed and labeled as complying with UL 773A.

Housing: Weatherproof, impact resistant polycarbonate.

Photo Sensor: Cadmium sulfide.

DAYLIGHTING CONTROLS

System Description: Control system consisting of photo sensors and compatible control modules and power packs, contactors, or relays as required for automatic control of load indicated according to available natural light; capable of integrating with occupancy sensors and manual override controls.

LIGHTING CONTACTORS

Description: Magnetic lighting contactors complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; noncombination type unless otherwise indicated; ratings, configurations and features as indicated on the drawings.

Section 262100 - Low-Voltage Electrical Service Entrance

ELECTRICAL SERVICE REQUIREMENTS

Provide new electrical service consisting of all required conduits, conductors, equipment, metering provisions, supports, accessories, etc. as necessary for connection between Utility Company point of supply and service entrance equipment.

Electrical Service Characteristics: As indicated on drawings.

Utility Company: As indicated on drawings.

Division of Responsibility: As indicated on drawings.

Products Furnished by Contractor: Comply with Utility Company requirements.

Section 262200 - Low-Voltage Transformers

TRANSFORMERS - GENERAL REQUIREMENTS

Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed, classified, and labeled as suitable for the purpose intended.

Seismic Qualification: Provide transformers suitable for application under seismic design criteria in accordance with Section 260548 where required. Include certification of compliance with submittals.

GENERAL PURPOSE TRANSFORMERS

Description: Self-cooled, two winding transformers listed and labeled as complying with UL 506 or UL 1561; ratings as indicated on the drawings.

Section 262413 - Switchboards

SWITCHBOARDS

Provide products listed, classified, and labeled as suitable for the purpose intended.

Description: Dead-front switchboard assemblies complying with NEMA PB 2, and listed and labeled as complying with UL 891; ratings, configurations and features as indicated on the drawings.

Service Entrance Switchboards:

Listed and labeled as suitable for use as service equipment according to UL 869A.

Seismic Qualification: Provide switchboards and associated components suitable for application under the seismic design criteria specified in Section 260548 where required. Include certification of compliance with submittals.

Short Circuit Current Rating:

Listed series ratings are acceptable only where specifically indicated.

Bussing: Sized in accordance with UL 891 temperature rise requirements.

Through bus (horizontal cross bus) to be fully rated through full length of switchboard (non-tapered). Tapered bus is not permitted.

Phase and Neutral Bus Material: Aluminum or copper.

Ground Bus Material: Aluminum or copper.

Conductor Terminations: Suitable for use with the conductors to be installed.

Line Conductor Terminations:

Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Main and Neutral Lug Type: Mechanical.

Load Conductor Terminations:

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Lug Type:

Provide mechanical lugs unless otherwise indicated.

Provide compression lugs where indicated.

Enclosures:

Outdoor Enclosures:

Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.

Arc Flash Energy-Reducing Maintenance Switching: For circuit breakers rated 1200 A or higher, provide a local accessory switch with status indicator light that permits selection of a maintenance mode with alternate electronic trip unit settings for reduced fault clearing time, or otherwise comply with the requirements of NEC 240.87.

OVERCURRENT PROTECTIVE DEVICES

Fusible Devices:

Fusible Switches:

Description: Quick-make, quick-break, dead-front fusible switch units complying with NEMA KS 1, and listed and labeled as complying with UL 98; ratings, configurations, and features as indicated on the drawings.

Circuit Breakers:

Molded Case Circuit Breakers:

Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.

Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.

Section 262416 - Panelboards

PANELBOARDS - GENERAL REQUIREMENTS

Provide products listed, classified, and labeled as suitable for the purpose intended.

Seismic Qualification: Provide panelboards and associated components suitable for application under the seismic design criteria specified in Section 260548 where required. Include certification of compliance with submittals.

Short Circuit Current Rating:

Listed series ratings are acceptable only where specifically indicated.

Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

Bussing: Sized in accordance with UL 67 temperature rise requirements.

Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.

Boxes: Galvanized steel unless otherwise indicated.

Fronts:

Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

Surge Protective Devices: Where factory-installed, internally mounted surge protective devices are provided in accordance with Section 264300, list and label panelboards as a complete assembly including surge protective device.

POWER DISTRIBUTION PANELBOARDS

Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

Conductor Terminations:

Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Main and Neutral Lug Type: Mechanical.

Bussing:

Phase and Neutral Bus Material: Aluminum or copper.

Ground Bus Material: Aluminum or copper.

Circuit Breakers:

Provide bolt-on type.

Enclosures:

Provide surface-mounted enclosures unless otherwise indicated.

LIGHTING AND APPLIANCE PANELBOARDS

Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

Conductor Terminations:

Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Main and Neutral Lug Type: Mechanical.

Bussing:

Phase and Neutral Bus Material: Aluminum or copper.

Ground Bus Material: Aluminum or copper.

Circuit Breakers: Thermal magnetic bolt-on type.

Enclosures:

Provide surface-mounted or flush-mounted enclosures as indicated.

LOAD CENTERS

Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.

Bussing:

Bus Material: Aluminum or copper.

Circuit Breakers: Thermal magnetic plug-in type.

Enclosures:

Provide flush-mounted enclosures unless otherwise indicated.

OVERCURRENT PROTECTIVE DEVICES

Molded Case Circuit Breakers:

Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.

Interrupting Capacity:

Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:

Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.

Conductor Terminations:

Provide mechanical lugs unless otherwise indicated.

Provide compression lugs where indicated.

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.

Do not use handle ties in lieu of multi-pole circuit breakers.

Section 262713 - Electricity Metering

EQUIPMENT FOR ELECTRICAL UTILITY METERING

Meter bases: provide meter socket bases as indicated, configuration to comply with all requirements of the serving electrical utility.

Current transformer cabinets and enclosures: comply with all requirements of the serving electrical utility.

Multi-metering equipment:

Gangable multiple meter sections, wall mounted unless indicated otherwise, located as indicated.

Formed and welded steel enclosure, baked enamel finish.

Factory assembled, tin-plated aluminum or copper bus bars.

200 amp rated meter sockets, comply with all requirements of the serving electrical utility.

EQUIPMENT FOR OWNER ELECTRICITY METERING

Provide products listed, classified, and labeled as suitable for the purpose intended.

Instrument Transformers:

Comply with IEEE C57.13, where applicable.

Section 262726 - Wiring Devices

WALL SWITCHES

Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way or four way as indicated on the drawings.

Exception: residential grade, 15A, 125V, wall switches are allowed within residential dwelling units where protected by a 15A breaker.

Locking Wall Switches: Commercial specification grade, 20 A, 120/277 V with lever type keyed switch actuator and maintained contacts; switches keyed alike; single pole single throw, double pole single throw, three way or four way as indicated on the drawings.

RECEPTACLES

Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

NEMA configurations specified are according to NEMA WD 6.

Convenience Receptacles:

Standard Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.

Exception: residential grade, 15A, 125V, NEMA 5-15R receptacles are allowed in residential living units where protected by a 15A breaker.

Automatically Controlled Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R; controlled receptacle marking on device face per NFPA 70; single or duplex as indicated on the drawings.

Weather Resistant Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.

Tamper Resistant Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as tamper resistant type; single or duplex as indicated on the drawings.

GFCI Receptacles:

GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.

USB Charging Devices:

USB Charging Devices - General Requirements: Listed as complying with UL 1310.

WALL PLATES

Wall Plates: Comply with UL 514D.

FLOOR BOX SERVICE FITTINGS

Description: Service fittings compatible with floor boxes provided under Section 260533.16 with components, adapters, and trims required for complete installation.

POKE-THROUGH ASSEMBLIES

Description: Assembly comprising floor service fitting, poke-through component, fire stops and smoke barriers, and junction box for conduit termination; fire rating listed to match fire rating of floor and suitable for floor thickness where installed.

Section 262813 - Fuses

FUSES

Provide products listed, classified, and labeled as suitable for the purpose intended.

Comply with UL 248-1.

Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.

Class R Fuses: Comply with UL 248-12.

Class L Fuses: Comply with UL 248-10.

Section 262816.13 - Enclosed Circuit Breakers

ENCLOSED CIRCUIT BREAKERS

Description: Units consisting of molded case circuit breakers individually mounted in enclosures.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Seismic Qualification: Provide enclosed circuit breakers and associated components suitable for application under the seismic design criteria specified in Section 260548 where required. Include certification of compliance with submittals.

Short Circuit Current Rating:

Listed series ratings are only acceptable where specifically indicated.

Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.

Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.

Provide externally operable handle with means for locking in the OFF position.

MOLDED CASE CIRCUIT BREAKERS

Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.

Interrupting Capacity:

Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:

10,000 rms symmetrical amperes at 240 VAC or 208 VAC.

14,000 rms symmetrical amperes at 480 VAC.

Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.

Series Rated Systems: Provide circuit breakers listed in combination with upstream devices to provide interrupting rating not less than the short circuit current rating indicated.

Conductor Terminations:

Provide mechanical lugs unless otherwise indicated.

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.

Section 262816.16 - Enclosed Switches

ENCLOSED SAFETY SWITCHES

Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy or general duty as indicated; ratings, configurations, and features as indicated on the drawings.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Seismic Qualification: Provide enclosed safety switches suitable for application under the seismic design criteria specified in Section 260548 where required. Include certification of compliance with submittals.

Enclosed Safety Switches Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

Conductor Terminations: Suitable for use with the conductors to be installed.

Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.

Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

Heavy Duty Switches:

Comply with NEMA KS 1.

Conductor Terminations:

Provide mechanical lugs unless otherwise indicated.

Provide compression lugs where indicated.

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

General Duty Switches:

Conductor Terminations:

Provide mechanical lugs.

Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

Section 264300 - Surge Protective Devices

SURGE PROTECTIVE DEVICES - GENERAL REQUIREMENTS

Description: Factory-assembled surge protective devices (SPDs) for 60 Hz service; listed, classified, and labeled as suitable for the purpose intended; system voltage as indicated on the drawings.

Unless otherwise indicated, provide field-installed, externally-mounted or factory-installed, internally-mounted SPDs.

List and label as complying with UL 1449, Type 1 when connected on line side of service disconnect overcurrent device and Type 1 or 2 when connected on load side of service disconnect overcurrent device.

Protected Modes:

Wye Systems: L-N, L-G, N-G, L-L.

Single Split Phase Systems: L-N, L-G, N-G, L-L.

UL 1449 Voltage Protection Ratings (VPRs):

208Y/120V System Voltage: Not more than 1,000 V for L-N, L-G, and N-G modes and 1,200 V for L-L mode.

240/120V System Voltage: Not more than 1,000 V for L-N, L-G, and N-G modes and 1,200 V for L-L mode.

480Y/277V System Voltage: Not more than 1,500 V for L-N, L-G, and N-G modes and 2,000 V for L-L mode.

UL 1449 Maximum Continuous Operating Voltage (MCOV): Not less than 115% of nominal system voltage.

Equipment Containing Factory-installed, Internally Mounted SPDs: Listed and labeled as a complete assembly including SPD.

SURGE PROTECTIVE DEVICES FOR SERVICE ENTRANCE LOCATIONS

Surge Protective Device:

Protection Circuits: Field-replaceable modular or non-modular.

Surge Current Rating: Not less than 120 kA per mode/240 kA per phase.

UL 1449 Nominal Discharge Current (I-n): 20 kA.

UL 1449 Short Circuit Current Rating (SCCR): Not less than the maximum fault current at the installed location.

SURGE PROTECTIVE DEVICES FOR DISTRIBUTION LOCATIONS

Surge Protective Device:

Protection Circuits: Field-replaceable modular or non-modular.

Surge Current Rating: Not less than 80 kA per mode/160 kA per phase.

UL 1449 Nominal Discharge Current (I-n): 20 kA.

UL 1449 Short Circuit Current Rating (SCCR): Not less than the maximum fault current at the installed location.

SURGE PROTECTIVE DEVICES FOR BRANCH PANELBOARD LOCATIONS

Surge Protective Device:

Protection Circuits: Field-replaceable modular or non-modular.

Surge Current Rating: Not less than 60 kA per mode/120 kA per phase.

UL 1449 Nominal Discharge Current (I-n): 20 kA.

UL 1449 Short Circuit Current Rating (SCCR): Not less than the maximum fault current at the installed location.

Section 265100 - Interior Lighting

LUMINAIRE TYPES

Furnish products as indicated in luminaire schedule included on the drawings.

LUMINAIRES

Provide products that comply with requirements of NFPA 70.

Provide products that are listed and labeled as complying with UL 1598, where applicable.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

Hazardous (Classified) Location Luminaires: Listed and labeled as complying with UL 844 for the classification of the installed location.

LED Luminaires:

Components: UL 8750 recognized or listed as applicable.

Tested in accordance with IES LM-79 and IES LM-80.

LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

All luminaires to be minimum 80 Color Rendering Index (CRI) unless indicated otherwise.

LED Tape Lighting Systems: Provide all power supplies, drivers, cables, connectors, channels, covers, mounting accessories, and interfaces as necessary to complete installation.

LED Tape - General Requirements:

Listed.

Designed for field cutting in accordance with listing.

Wet Location Applications: IEC 60529, IP 68 (waterproof) rated.

Track Lighting Systems: Provide track compatible with specified track heads, with all connectors, power feed fittings, dead ends, hangers and canopies as necessary to complete installation.

EMERGENCY LIGHTING UNITS

Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

EXIT SIGNS

Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

Section 265600 - Exterior Lighting

LUMINAIRE TYPES

Furnish products as indicated in luminaire schedule included on the drawings.

LUMINAIRES

Provide products that comply with requirements of NFPA 70.

Provide products that are listed and labeled as complying with UL 1598, where applicable.

Provide products listed, classified, and labeled as suitable for the purpose intended.

Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.

Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

LED Luminaires:

Components: UL 8750 recognized or listed as applicable.

Tested in accordance with IES LM-79 and IES LM-80.

LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

LED Tape Lighting Systems: Provide all power supplies, drivers, cables, connectors, channels, covers, mounting accessories, and interfaces as necessary to complete installation.

LED Tape - General Requirements:

Listed.

Designed for field cutting in accordance with listing.

Wet Location Applications: IEC 60529, IP 68 (waterproof) rated.

POLES

All Poles:

Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.

Material: Steel, unless otherwise indicated.

Shape: Square straight, unless otherwise indicated.

Mounting: Install on concrete foundation, height as indicated on the drawings, unless

EXHIBIT A.5 - WAGE RATES

EXHIBIT A.5 - WAGE RATE **4/8/2021**

WALSH CONSTRUCTION

Hourly Rates

Classification	Hourly Rate 2021	Hourly Rate 2022	Hourly Rate 2023
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Project Executive	\$133	\$137	\$141
Senior Project Manager	\$124	\$128	\$131
Project Manager	\$116	\$119	\$123
Project Engineer	\$77	\$79	\$81
Safety Manager	\$108	\$111	\$115
Project Superintendent	\$115	\$118	\$122
Asst Superintendent	\$98	\$101	\$104
Project Scheduler	\$108	\$111	\$115
Assistant Manager	\$101	\$105	\$108
Estimator	\$129	\$133	\$137
Project Admin	\$70	\$72	\$74
General Administrative	\$68	\$70	\$72

Craft Labor Classification	Hourly Rate 2021	Hourly Rate 2022	Hourly Rate 2023
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Carpenter Foreman	\$86.88	\$89.48	\$92.17
Carpenter Foreman OT	\$120.94	\$124.57	\$128.31
Carpenter Foreman (shift differential)	\$120.94	\$124.57	\$128.31
Carpenter Foreman DT	\$154.97	\$159.62	\$164.41
Carpenter Journeyman	\$84.04	\$86.56	\$89.16
Carpenter Journeyman OT	\$116.68	\$120.18	\$123.78
Carpenter Journeyman (shift differential)	\$116.68	\$120.18	\$123.78
Carpenter Journeyman DT	\$149.30	\$153.78	\$158.39
Laborer Foreman	\$70.04	\$72.14	\$74.31
Labor Foreman OT	\$88.82	\$91.48	\$94.23
Labor Foreman (shift differential)	\$88.82	\$91.48	\$94.23
Labor Foreman DT	\$112.84	\$116.22	\$119.71
Laborer Journeyman	\$68.25	\$71.66	\$73.81
Labor Journeyman OT	\$85.76	\$88.33	\$90.98
Labor Journeyman (shift differential)	\$85.76	\$88.33	\$90.98
Labor Journeyman DT	\$108.76	\$112.02	\$115.38

EXHIBIT A.5 - EQUIPMENT RATES

Walsh Construction Equipment Yard

Contractors Equipment Co.-Oregon Rental Schedule and Rates - As of 1/01/2021			
Item / Description	Daily	Weekly	Monthly
AIR COMPRESSORS			
Compressor - Wheel barrow type	\$22	\$65	\$195
Compressor - Pancake	\$10	\$30	\$90
Compressor - 185 cfm tow-behind	\$100	\$300	\$900
AIR TOOLS			
Chipping Gun (Pneumatic 30#)	\$23	\$69	\$200
Pavement Breaker (Jackhammer) 60#	\$26	\$78	\$230
Pavement Breaker (Jackhammer) 90#	\$30	\$90	\$260
Rivet Buster	\$30	\$100	\$250
BUILDING DRY-OUT			
220v Electric Heaters- Portable	\$10	\$20	\$40
High-Velocity Floor Fans	\$20	\$60	\$120
Portable Dehumidifiers- 12 gallon	\$40	\$120	\$360
Portable Dehumidifiers- 25 gallon	\$60	\$180	\$540
CONCRETE EQUIPMENT			
Ceiling Grinders	\$33	\$98	\$294
60 # Electric Breaker	\$50	\$150	\$450
Concrete Blanket-Basket	\$13	\$48	\$147
Concrete Bucket - 2 yd	\$40	\$120	\$360
Concrete Bucket - 3/4, 1, 1-1/2 yd	\$30	\$90	\$270
Concrete Coring Tool - (Hand-held)	\$52	\$144	\$412
Concrete Trailer - Foundation Crews	\$200	\$600	\$1,200
Concrete Vibrators - Gas-powered backpack	\$60	\$180	\$420
Concrete Vibrators	\$30	\$90	\$270
Demo Saws	\$45	\$135	\$375
Generators - 6500 watt	\$40	\$120	\$360
Georgia Buggies	\$85	\$250	\$750
Concrete Mixers	\$25	\$75	\$200
Rebar Bender - Hydraulic	\$50	\$150	\$450
Rebar Cutter - Electric	\$40	\$120	\$350
Aluma Post-Shore Braces	N/A	\$3	\$3
PERI Panels		\$.60 per sq. ft.	\$2.00 per sq. ft.
Rotohammers (Large)	\$30	\$100	\$300
Concrete Slab Grab Handrails	\$1	\$3	\$7
CONTAINERS - STORAGE			
Storage Containers, 8' x 10', no electricity	\$15	\$45	\$120
Storage Containers, 8' x 20', lights, alarm, heat & power service	\$20	\$60	\$180
Storage Containers, 8' x 40', lights, alarm, heat & power service	\$25	\$75	\$225
EXCAVATION EQUIPMENT			
JOHN DEERE Mini-Excavators	\$300	\$900	\$2,700
CAT Skid Steer Loader	\$129	\$388	\$1,155
CASE 580-SL Backhoes	\$225	\$775	\$2,300
CASE Dozer - Crawler Tractor 850-G	\$340	\$1,080	\$2,900
Dump Trucks	\$250	\$1,100	\$3,400
Water Truck - 2000 Gallon (Hourly \$150.00)	\$265	\$800	\$2,400
Ho-pak for CASE Backhoe	\$100	\$380	\$1,200
Hitachi ZX 75 Excavator	\$400	\$1,300	\$3,500
KOMATSU Excavators, PC160 LC-7	\$500	\$1,500	\$4,500
Dynapac CC 1200 Roller	\$400	\$1,200	\$3,600
Trailer - Excavation Crew Trailer	\$65	\$210	\$650
LARGE SAWS			
Table Saw	\$24	\$55	\$168
Tablesaw Powermatic Finish	\$26	\$82	\$232
MATERIAL HANDLING - Cranes, Forklifts, Lifts, Man Basket, Window Boxes			
Boom Lifts - 60' Straight Boom -500# capacity	\$350	\$1,000	\$3,000
Boom Lift- 80' Articulated	\$700	\$1,800	\$4,000
Crane - Potain HDT 80 - Self-Erector (including maint. agreement)	N/A	\$3,500	\$10,500
Crane - LIEBHERR 281 HC Tower Crane (including maint. agreement)	N/A	\$4,600	\$14,000
Crane - LIEBHERR 420 EC-H 16 Tower Crane (including maint. agreement)	N/A	\$6,600	\$20,000
Crane Pallet Forks	\$50	\$150	\$450
Man/Material Hoist - Alimak FC 7100-12 (including maint. Agreement)	\$1,000	\$2,500	\$8,000
Intercoms/Interlocks for Man/Material Hoist	\$75	\$215	\$645
Forklifts- HYSTER Lift Truck, 5000# capacity, propane	\$130	\$400	\$1,200
Forklifts- SKYJACK VR-1056 (56'-10k)	\$400	\$1,300	\$3,800
Forklifts- INGERSOLL-RAND VR-843 (43'-8k)	\$350	\$1,100	\$3,200
Forklifts- GEHL RS5-19 RT Forklift -19' lift height w/ 5000# capacity	\$200	\$600	\$1,800

EXHIBIT A.5 - EQUIPMENT RATES

Walsh Construction Equipment Yard

2' Truss Boom attachment for RT Forklifts	\$40	\$120	\$300
Genie Lifts, 650 lbs.	\$35	\$110	\$270
Man-basket (personnel platform)	\$21	\$68	\$205
Scissor Lift- SKYJACK 500# capacity- 19' platform height	\$70	\$210	\$500
Window Basket - 5' x 10'	\$21	\$68	\$205
PAINT EQUIPMENT			
Paint spray pump - 500 & 600 ULTRA & 447E TITAN	\$33	\$108	\$330
Paint spray pumps - ULTRA 1500 & 1000 or SPEEDO 4500	\$61	\$183	\$551
Adhesive spray pump	\$200	\$400	\$800
Painters' Van	\$36	\$118	\$361
PRESSURE WASHERS			
Pressure Washer - Cold Water - 2500 psi & 3500 psi	\$52	\$160	\$485
RADIOS / COMMUNICATIONS			
Radios : 2-Way	\$15	\$45	\$100
SIDING EQUIPMENT			
Aluma-Pole Pump Jacks- per set	\$50	\$100	\$300
SAFETY/SECURITY EQUIPMENT			
Roof top anchor sytem - Flat roofs	\$75	\$200	\$600
Yo-Yo (Controlled Descent Block)	\$25	\$75	\$200
SCAFFOLDING			
Baker Scaffold - 1 section w/ plank & handrails	\$15	\$51	\$150
SURVEY & PRECISION MEASURING EQUIPMENT			
Builder's Level	\$34	\$76	\$230
Digital Transits	\$40	\$100	\$310
Lasers - (RL-VH & Laser Theodolite)	\$75	\$210	\$625
Lasers (LB-1, LB-2, LB-10)	\$50	\$150	\$450
Pipe Laser	\$100	\$300	\$900
3-Second Total Station	\$175	\$525	\$1,550
Total Station	\$150	\$450	\$1,350
TEMPORARY POWER			
Temporary Power Box (Spider Box)	\$30	\$90	\$180
50' Baloney Cord	\$15	\$45	\$120
Multiquip 56kw Generators	\$100	\$700	\$1,500
200 Amp Service Panel	\$10	\$30	\$90
TRASH BOXES & CHUTES			
Trash Box - Crane-Clamshell	\$25	\$75	\$250
Trash Box - Crane - 4 yd self-dumping	\$50	\$150	\$450
Trash Box - 5' x 10' front opening	\$25	\$75	\$250
Trash Box- forklift: front tilt, self-dumping	\$25	\$75	\$250
TRUCKS - Pickup & Delivery Trips Within a Distance of:			
	50 Miles	100 Miles	200 Miles
GMC 1-1/2 Ton Flatbed	\$50	\$100	\$150
Dodge 5 Ton flatbed	\$65	\$135	\$200
Dodge- Service Truck	\$50	\$100	\$150
Volvo with 48' Equipment/Material Hauler		\$90 Per Hour -	
Kenworth 24' Flatbed	\$80	\$160	\$250
Storage Trailers			
Storage Trailers- 45' & 48'	\$20	\$70	\$200
WELDERS & CUTTING TORCHES			
Cutting Torch w/ Tanks	\$25	\$75	\$225
Welder	\$29	\$87	\$234
MISCELLANEOUS - Banders, Drills, Framing Boxes, Pumps, etc.			
Bander w/ Cart	\$15	\$50	\$150
Backpack Blower	\$15	\$45	\$135
Magnetic Drill Press	\$40	\$120	\$360
Sump Pumps - 2"	\$30	\$90	\$270
Chain Saws	\$10	\$30	\$100
Negative Air Machine- Medium	\$40	\$120	\$230
Negative Air Machine- Large	\$50	\$150	\$350
Picking Eye- for steel plates	\$12	\$36	\$120
Large Steel Plates	\$25	\$75	\$200
Tool Skips 4x4 (wood sides)	\$8	\$25	\$77

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
Date: Wed 4/28/21

Project: HACC Webster Road Rehab
18000 Webster Rd.
Gladstone, OR 97207

ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1	HACC Webster Road Rehab	308 days	Fri 4/9/21	Fri 6/24/22						
2	Submittals	270 days	Fri 4/9/21	Tue 5/3/22						
3	02 41 19 - Proposed Protection Measures	26 days	Tue 5/18/21	Thu 6/24/21	█					
9	02 41 19 - Closeout - Inventory and Landfill Records	36 days	Fri 6/25/21	Mon 8/16/21			█			
15	03 30 00 - CIP Mix Designs and Consumables	46 days	Wed 7/14/21	Fri 9/17/21			█			
21	03 30 00 - CIP Rebar Shops	76 days	Tue 6/1/21	Fri 9/17/21	█					
27	03 35 43 - Special Concrete Floor Finishes	66 days	Mon 9/20/21	Thu 12/23/21					█	
33	05 50 00 - Metal Fabrications - Product Data and Welding Certs	81 days	Fri 10/29/21	Fri 2/25/22						█
39	05 50 00 - Metal Fabrications - Site Steel Shops	81 days	Fri 10/29/21	Fri 2/25/22						█
45	05 50 00 - Metal Fabrications - Bent Plate at Fireplace Hearth Shops	81 days	Mon 6/28/21	Thu 10/21/21			█			
51	05 50 00 - Metal Fabrications - Samples	81 days	Fri 10/29/21	Fri 2/25/22						█
57	05 50 00 - Metal Fabrications - Engineering	101 days	Fri 10/1/21	Fri 2/25/22						█
63	06 10 00 - Rough Carpentry - Product Data	71 days	Wed 6/16/21	Mon 9/27/21	█					
69	06 16 00 - Sheathing - Product Data	71 days	Wed 6/16/21	Mon 9/27/21	█					
75	06 18 00 - Glu-Lams - Product Data	71 days	Wed 6/16/21	Mon 9/27/21	█					
81	06 18 00 - Glu-Lams - Shops	71 days	Wed 6/16/21	Mon 9/27/21	█					
87	06 18 00 - Glu-Lams - Engineering	81 days	Wed 6/2/21	Mon 9/27/21	█					
93	06 20 13 - Exterior Finish Carpentry - Cedar Product data	81 days	Wed 7/21/21	Fri 11/12/21				█		
99	06 20 13 - Exterior Finish Carpentry - Cedar Samples	81 days	Wed 7/21/21	Fri 11/12/21				█		
105	06 40 23 - Interior Arch. Woodwork - Unrated Door Frames and Trim - Product Data	101 days	Tue 8/24/21	Wed 1/19/22					█	
111	06 40 23 - Interior Arch. Woodwork - Unrated Door Frames and Trim - Samples	101 days	Tue 8/24/21	Wed 1/19/22					█	
117	06 40 23 - Interior Arch. Woodwork - Millwork - Product Data	71 days	Wed 10/6/21	Wed 1/19/22						█
123	06 40 23 - Interior Arch. Woodwork - Millwork - Sample	71 days	Wed 10/6/21	Wed 1/19/22						█
129	06 40 23 - Interior Arch. Woodwork - Wall Coverings - Plam PL-1 and PL-3 - Product Data	71 days	Wed 9/29/21	Wed 1/12/22						█
135	06 40 23 - Interior Arch. Woodwork - Wall Coverings - Plam PL-1 and PL-3 - Samples	71 days	Wed 9/29/21	Wed 1/12/22						█
141	06 40 23 - Interior Arch. Woodwork - Wall Coverings - Formica PL-2 and PL-4 - Product Data	71 days	Wed 9/29/21	Wed 1/12/22						█
147	06 40 23 - Interior Arch. Woodwork - Wall Coverings - Formica PL-2 and PL-4 - Samples	71 days	Wed 9/29/21	Wed 1/12/22						█
153	06 40 23 - Interior Arch. Woodwork - Closet and Storage Shelving - Product Data	71 days	Wed 9/29/21	Wed 1/12/22						█
159	06 40 23 - Interior Arch. Woodwork - Closet and Storage Shelving - Samples	71 days	Wed 9/29/21	Wed 1/12/22						█
165	06 40 23 - Interior Arch. Woodwork - Concealed Countertop Brackets - Product Data	71 days	Wed 9/29/21	Wed 1/12/22						█
171	07 21 00 - Thermal Insulation - Product Data	61 days	Mon 8/23/21	Wed 11/17/21					█	
177	07 25 00 - Water Resistive Barrier - Product Data	61 days	Thu 4/29/21	Tue 7/27/21	█					
183	07 46 46 - Fiber Cement Siding - Product Data	61 days	Thu 4/29/21	Tue 7/27/21	█					
189	07 46 46 - Fiber Cement Siding - Samples	61 days	Thu 4/29/21	Tue 7/27/21	█					
195	07 54 23 - TPO Roofing - Product Data	61 days	Thu 4/29/21	Tue 7/27/21	█					
201	07 54 23 - TPO Roofing - Samples	61 days	Thu 4/29/21	Tue 7/27/21	█					
207	07 62 00 - Sheet Metal Flashing - Product Data	61 days	Thu 4/29/21	Tue 7/27/21	█					

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
Date: Wed 4/28/21

Project: HACC Webster Road Rehab
18000 Webster Rd.
Gladstone, OR 97207

ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
213	07 62 00 - Sheet Metal Flashing - Shops	61 days	Thu 4/29/21	Tue 7/27/21	[Bar]					
219	07 62 00 - Sheet Metal Flashing - Samples	61 days	Thu 4/29/21	Tue 7/27/21	[Bar]					
225	07 84 13 - Firestopping - Product Data and Details	61 days	Thu 7/29/21	Mon 10/25/21	[Bar]			[Bar]		
231	07 92 00 - Joint Sealants - Product Data / schedule	61 days	Thu 4/29/21	Tue 7/27/21	[Bar]					
237	07 92 00 - Joint Sealants - Samples / adhesion test	61 days	Thu 4/29/21	Tue 7/27/21	[Bar]					
243	08 11 13 - HM Frames and Doors - Product Data	71 days	Wed 6/23/21	Fri 10/1/21	[Bar]			[Bar]		
249	08 11 13 - HM Frames and Doors - Shops	71 days	Wed 6/23/21	Fri 10/1/21	[Bar]			[Bar]		
255	08 11 13 - HM Frames and Doors - Samples	71 days	Wed 6/23/21	Fri 10/1/21	[Bar]			[Bar]		
261	08 14 16 - Wood Doors and Frames - Product Data	91 days	Wed 6/23/21	Fri 10/29/21	[Bar]			[Bar]		
267	08 14 16 - Wood Doors and Frames - Shops	101 days	Wed 6/23/21	Fri 11/12/21	[Bar]			[Bar]		
273	08 14 16 - Wood Doors and Frames - Samples	81 days	Wed 6/23/21	Fri 10/15/21	[Bar]			[Bar]		
279	08 22 50 - Fiberglass Faced Doors and Frames - Product Data	81 days	Wed 6/23/21	Fri 10/15/21	[Bar]			[Bar]		
285	08 22 50 - Fiberglass Faced Doors and Frames - Shops	81 days	Wed 6/23/21	Fri 10/15/21	[Bar]			[Bar]		
291	08 31 13 - Access Doors and Frames - Product Data	61 days	Wed 9/1/21	Tue 11/30/21	[Bar]			[Bar]		
297	08 53 13 - Vinyl Windows - Product Data	91 days	Wed 6/23/21	Fri 10/29/21	[Bar]			[Bar]		
303	08 53 13 - Vinyl Windows - Shops	91 days	Wed 6/23/21	Fri 10/29/21	[Bar]			[Bar]		
309	08 53 13 - Vinyl Windows - Samples	91 days	Wed 6/23/21	Fri 10/29/21	[Bar]			[Bar]		
315	08 62 00 - Skylights - Product Data	91 days	Wed 6/2/21	Mon 10/11/21	[Bar]			[Bar]		
321	08 62 00 - Skylights - Samples	91 days	Wed 6/2/21	Mon 10/11/21	[Bar]			[Bar]		
327	08 71 00 - Door Hardware - Product Data	76 days	Fri 7/23/21	Tue 11/9/21	[Bar]			[Bar]		
333	08 71 00 - Door Hardware - Shops	76 days	Fri 7/23/21	Tue 11/9/21	[Bar]			[Bar]		
339	08 71 00 - Door Hardware - Samples	76 days	Fri 7/23/21	Tue 11/9/21	[Bar]			[Bar]		
345	08 71 00 - Door Hardware - Keying Schedule	76 days	Fri 7/23/21	Tue 11/9/21	[Bar]			[Bar]		
351	08 80 00 - Glazing - Product Data	71 days	Wed 10/6/21	Wed 1/19/22	[Bar]			[Bar]		
357	08 80 00 - Glazing - Shops and Engineering?	71 days	Wed 10/6/21	Wed 1/19/22	[Bar]			[Bar]		
363	08 83 00 - Mirrors - Product Data	71 days	Thu 10/21/21	Thu 2/3/22	[Bar]			[Bar]		
369	08 83 00 - Mirrors - Shops	71 days	Thu 10/21/21	Thu 2/3/22	[Bar]			[Bar]		
375	09 22 16 - Non-Structural Metal Framing - Product Data	61 days	Tue 8/31/21	Mon 11/29/21	[Bar]			[Bar]		
381	09 29 00 - Gypsum Board - Product Data	61 days	Tue 8/31/21	Mon 11/29/21	[Bar]			[Bar]		
387	09 29 00 - Gypsum Board - Samples	61 days	Tue 8/31/21	Mon 11/29/21	[Bar]			[Bar]		
393	09 29 00 - Gypsum Board - Shops?	61 days	Tue 8/31/21	Mon 11/29/21	[Bar]			[Bar]		
399	09 30 13 - Ceramic Tile - Product Data	71 days	Fri 11/12/21	Fri 2/25/22	[Bar]			[Bar]		
405	09 30 13 - Ceramic Tile - Samples	71 days	Fri 11/12/21	Fri 2/25/22	[Bar]			[Bar]		
411	09 51 13 - Acoustical Panel Ceilings - Product Data	66 days	Wed 10/6/21	Wed 1/12/22	[Bar]			[Bar]		
417	09 51 13 - Acoustical Panel Ceilings - Samples	66 days	Wed 10/6/21	Wed 1/12/22	[Bar]			[Bar]		
423	09 51 13 - Acoustical Panel Ceilings - Shops?	66 days	Wed 10/6/21	Wed 1/12/22	[Bar]			[Bar]		
429	09 65 13 - Resilient Base and Accessories - Product Data	61 days	Mon 9/27/21	Thu 12/23/21	[Bar]			[Bar]		
435	09 65 13 - Resilient Base and Accessories - Samples	61 days	Mon 9/27/21	Thu 12/23/21	[Bar]			[Bar]		

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
441	09 65 16 - Resilient Sheet Flooring - Product Data	81 days	Fri 8/27/21	Thu 12/23/21						
447	09 65 16 - Resilient Sheet Flooring - Samples	81 days	Fri 8/27/21	Thu 12/23/21						
453	09 68 13 - Carpet Tile - Product Data	76 days	Fri 9/3/21	Thu 12/23/21						
459	09 68 13 - Carpet Tile - Samples	76 days	Fri 9/3/21	Thu 12/23/21						
465	09 91 13 - Exterior Paint - Product Data	61 days	Wed 9/15/21	Mon 12/13/21						
471	09 91 13 - Exterior Paint - Drawdowns	61 days	Wed 9/15/21	Mon 12/13/21						
477	09 91 23 - Interior Paint - Product Data	61 days	Wed 9/1/21	Tue 11/30/21						
483	09 91 23 - Interior Paint - Drawdowns	61 days	Wed 9/1/21	Tue 11/30/21						
489	10 14 23 - Signage - Product Data	61 days	Tue 1/25/22	Wed 4/20/22						
495	10 14 23 - Signage - Shops	61 days	Tue 1/25/22	Wed 4/20/22						
501	10 14 23 - Signage - Samples	61 days	Tue 1/25/22	Wed 4/20/22						
507	10 26 00 - Wall Protection (Corner Guards) - Product Data	61 days	Tue 1/25/22	Wed 4/20/22						
513	10 26 00 - Wall Protection (Corner Guards) - Samples	61 days	Tue 1/25/22	Wed 4/20/22						
519	10 28 00 - Toilet and Bath Accessories - Product Data	61 days	Thu 11/4/21	Thu 2/3/22						
525	10 28 00 - Toilet and Bath Accessories - Samples	61 days	Thu 11/4/21	Thu 2/3/22						
531	10 31 00 - Manufactured Gas Fireplaces - Product Data	61 days	Tue 11/23/21	Tue 2/22/22						
537	10 31 00 - Manufactured Gas Fireplaces - Shops	61 days	Tue 11/23/21	Tue 2/22/22						
543	10 31 00 - Manufactured Gas Fireplaces - Samples	61 days	Tue 11/23/21	Tue 2/22/22						
549	10 44 16 - Fire Extinguishers - Product Data	61 days	Wed 6/30/21	Mon 9/27/21						
555	10 55 00 - Postal Specialties - Product Data	81 days	Mon 6/28/21	Thu 10/21/21						
561	10 55 00 - Postal Specialties - Shops	96 days	Mon 6/7/21	Thu 10/21/21						
568	10 55 00 - Postal Specialties - Samples	81 days	Mon 6/28/21	Thu 10/21/21						
574	10 75 16 - Ground Set Flagpoles - Product Data	81 days	Wed 12/1/21	Mon 3/28/22						
580	10 75 16 - Ground Set Flagpoles - Shops	81 days	Wed 12/1/21	Mon 3/28/22						
586	10 75 16 - Ground Set Flagpoles - Engineering	81 days	Wed 12/1/21	Mon 3/28/22						
592	10 75 16 - Ground Set Flagpoles - Samples	81 days	Wed 12/1/21	Mon 3/28/22						
598	11 31 00 - Residential Appliances - Product Data	61 days	Thu 11/11/21	Thu 2/10/22						
604	12 24 13 - Window Shades - Product Data	61 days	Thu 11/4/21	Thu 2/3/22						
610	12 24 13 - Window Shades - Shops	61 days	Thu 11/4/21	Thu 2/3/22						
616	12 24 13 - Window Shades - Samples	61 days	Thu 11/4/21	Thu 2/3/22						
622	12 35 30 - Residential Casework - Product Data	86 days	Wed 9/8/21	Wed 1/12/22						
628	12 35 30 - Residential Casework - Shops	86 days	Wed 9/8/21	Wed 1/12/22						
634	12 35 30 - Residential Casework - Samples	86 days	Wed 9/8/21	Wed 1/12/22						
640	12 35 30 - Countertops - Product Data	66 days	Wed 10/13/21	Wed 1/19/22						
646	12 35 30 - Countertops - Shops	66 days	Wed 10/13/21	Wed 1/19/22						
652	12 35 30 - Countertops - Samples	66 days	Wed 10/13/21	Wed 1/19/22						
658	12 93 00 - Site Structure - Product Data	61 days	Tue 1/11/22	Wed 4/6/22						

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					B	M	E	B	M	E	
664	12 93 00 - Site Structure - Shops	86 days	Fri 12/3/21	Wed 4/6/22							
670	12 93 00 - Site Structure - Engineering	76 days	Fri 12/17/21	Wed 4/6/22							
676	12 93 00 - Site Structure - Samples	61 days	Tue 1/11/22	Wed 4/6/22							
682	12 93 13 - Bike Storage - Product Data	81 days	Fri 10/29/21	Fri 2/25/22							
688	12 93 13 - Bike Storage - Shops	81 days	Fri 10/29/21	Fri 2/25/22							
694	12 93 13 - Bike Storage - Samples	81 days	Fri 10/29/21	Fri 2/25/22							
700	21 13 13 - Wet Pipe Sprinkler Systems	61 days	Tue 7/27/21	Thu 10/21/21							
706	22 00 00 - General Plumbing Provisions	46 days	Fri 6/4/21	Mon 8/9/21							
712	22 05 00 - Common Work Results for Plumbing	46 days	Fri 6/25/21	Mon 8/30/21							
718	22 05 10 - Plumbing Insulation	46 days	Fri 6/25/21	Mon 8/30/21							
724	22 07 50 - System Identification	56 days	Fri 6/25/21	Tue 9/14/21							
730	22 10 00 - Plumbing Piping and Pumps	56 days	Fri 6/25/21	Tue 9/14/21							
736	22 30 00 - Plumbing Equipment	41 days	Fri 6/25/21	Mon 8/23/21							
742	22 40 00 - Plumbing Fixtures	86 days	Thu 5/20/21	Tue 9/21/21							
748	23 01 00 - Operations and Maintenance	66 days	Tue 7/20/21	Thu 10/21/21							
754	23 05 00 - Common Work Results for HVAC	66 days	Tue 7/20/21	Thu 10/21/21							
760	23 05 29 - Hangers and Supports for HVAC Piping and Equipment	66 days	Tue 7/20/21	Thu 10/21/21							
769	23 05 53 - Mechanical Identification	36 days	Tue 8/31/21	Thu 10/21/21							
775	23 05 93 - Testing Adjusting and Balancing	36 days	Tue 8/31/21	Thu 10/21/21							
781	23 07 16 - Ductwork Insulation	36 days	Tue 8/31/21	Thu 10/21/21							
787	23 07 19 - HVAC Piping Insulation	36 days	Tue 8/31/21	Thu 10/21/21							
793	23 23 00 - Refrigerant Piping	36 days	Tue 8/31/21	Thu 10/21/21							
799	23 31 00 - HVAC Ducts and Casings	36 days	Tue 8/31/21	Thu 10/21/21							
805	23 33 00 - Air Duct Accessories	36 days	Tue 8/31/21	Thu 10/21/21							
811	23 34 00 - HVAC Fans	36 days	Tue 8/31/21	Thu 10/21/21							
817	23 37 00 - Air Outlets and Inlets	36 days	Tue 8/31/21	Thu 10/21/21							
823	23 41 00 - Particulate Air Filtration	36 days	Thu 9/2/21	Mon 10/25/21							
829	23 81 00 - Decentralized Unitary Air Conditioner Units	36 days	Tue 8/31/21	Thu 10/21/21							
835	23 81 26 - Split System Air Conditioners and Heat Pumps	36 days	Tue 8/31/21	Thu 10/21/21							
841	26 05 19 - Low-Voltage Electrical Power Conductors and Cables	66 days	Thu 7/22/21	Mon 10/25/21							
847	26 05 26 - Grounding and Bonding	66 days	Thu 7/22/21	Mon 10/25/21							
853	26 05 29 - Hangers and Supports for Electrical Systems	66 days	Thu 7/22/21	Mon 10/25/21							
859	26 05 33 - Conduit for Electrical Systems	66 days	Thu 7/22/21	Mon 10/25/21							
865	26 05 48 - Vibration and Seismic Controls for Electrical Systems	66 days	Thu 7/22/21	Mon 10/25/21							
871	26 05 53 - Identification for Electrical Systems	36 days	Thu 9/2/21	Mon 10/25/21							
877	26 09 23 - Lighting Control Devices	36 days	Thu 9/2/21	Mon 10/25/21							
883	26 21 00 - Low-Voltage Electrical Service Entrance	36 days	Thu 9/2/21	Mon 10/25/21							

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					B	M	E	B	M	E
889	26 22 00 - Low-Voltage Electrical Transformers	36 days	Thu 9/2/21	Mon 10/25/21						
895	26 24 13 - Switchboards	36 days	Thu 9/2/21	Mon 10/25/21						
901	26 24 16 - Panelboards	36 days	Thu 9/2/21	Mon 10/25/21						
907	26 27 13 - Electricity Metering	36 days	Thu 9/2/21	Mon 10/25/21						
913	26 27 26 - Wiring Devices	36 days	Thu 9/2/21	Mon 10/25/21						
919	26 28 13 - Fuses	36 days	Thu 9/2/21	Mon 10/25/21						
925	26 28 16 - Enclosed Switches and Circuit Breakers	36 days	Thu 9/2/21	Mon 10/25/21						
931	26 43 00 - Surge Protection Devices	36 days	Thu 9/2/21	Mon 10/25/21						
937	26 51 00 - Interior Lighting	36 days	Thu 9/2/21	Mon 10/25/21						
943	26 56 00 - Exterior Lighting	36 days	Thu 9/2/21	Mon 10/25/21						
949	27 05 28 - Pathways for Communication Systems	36 days	Thu 9/2/21	Mon 10/25/21						
955	27 05 53 - Labeling for Communication Systems	36 days	Thu 9/2/21	Mon 10/25/21						
961	27 15 13 - Communications Copper Horizontal Cabling	36 days	Thu 9/2/21	Mon 10/25/21						
967	28 10 00 - Electronic Access Control & Intrusion Detection	36 days	Thu 9/2/21	Mon 10/25/21						
973	28 23 00 - Video Surveillance	36 days	Thu 9/2/21	Mon 10/25/21						
979	28 31 11 - Digital Addressable Fire-Alarm System	36 days	Thu 9/2/21	Mon 10/25/21						
985	29 09 00 - Building Automation System (BAS) Controls	36 days	Tue 8/31/21	Thu 10/21/21						
991	31 10 00 - Site Clearing - Existing Conditions	18 days	Wed 5/26/21	Tue 6/22/21						
997	31 20 00 - Earth Moving - Product Data	36 days	Fri 4/30/21	Tue 6/22/21						
1003	32 12 16 - Asphalt Paving - Product Data	61 days	Mon 2/7/22	Tue 5/3/22						
1009	32 12 16 - Asphalt Paving - Mix Designs	61 days	Mon 2/7/22	Tue 5/3/22						
1015	32 13 13 - Concrete Paving - Mix Design	61 days	Fri 11/5/21	Fri 2/4/22						
1021	32 31 29 - Exterior Wood - Product Data	61 days	Thu 4/29/21	Tue 7/27/21						
1027	32 31 29 - Exterior Wood - Samples	61 days	Thu 4/29/21	Tue 7/27/21						
1033	32 33 00 - Site Furnishings - Product Data	81 days	Fri 10/29/21	Fri 2/25/22						
1039	32 33 00 - Site Furnishings - Shops	81 days	Fri 10/29/21	Fri 2/25/22						
1045	32 84 00 - Irrigation - Product Data	61 days	Wed 11/17/21	Wed 2/16/22						
1051	32 84 00 - Irrigation - Shops / Zone Plans	61 days	Wed 11/17/21	Wed 2/16/22						
1057	32 91 13 - Soil Preparation - Product Data	61 days	Fri 12/3/21	Wed 3/2/22						
1063	32 91 13 - Soil Preparation - Samples	61 days	Fri 12/3/21	Wed 3/2/22						
1069	32 93 00 - Plants - Product Data	61 days	Tue 12/7/21	Fri 3/4/22						
1075	32 93 00 - Plants - Samples	61 days	Tue 12/7/21	Fri 3/4/22						
1081	33 11 00 - Water Distribution - Product Data	71 days	Fri 4/9/21	Wed 7/21/21						
1087	33 11 00 - Water Distribution - Shops	71 days	Fri 4/9/21	Wed 7/21/21						
1093	33 31 00 - Sanitary Sewerage - Product Data	61 days	Tue 6/15/21	Fri 9/10/21						
1099	33 31 00 - Sanitary Sewerage - Shops	61 days	Tue 6/15/21	Fri 9/10/21						
1105	33 41 00 - Storm Utility Drainage - Product Data	61 days	Mon 6/28/21	Thu 9/23/21						

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

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ID	Task Name	Duration	Start	Finish	Gantt Chart						
					B	M	E	B	M	E	
1111	33 46 00 - Subdrainage - Product Data	61 days	Mon 6/28/21	Thu 9/23/21							
1117	Pre-NTP Meetings/Tasks	31 days	Thu 5/6/21	Fri 6/18/21							
1118	Meet with the City	1 day	Thu 5/6/21	Thu 5/6/21							
1119	Video City SS Main	1 day	Fri 5/28/21	Fri 5/28/21							
1120	Notify Trimet for bus stop relocate	1 day	Fri 5/28/21	Fri 5/28/21							
1121	Abatement / Demo	1 day	Mon 6/7/21	Mon 6/7/21							
1122	Waste Management Plan	1 day	Fri 6/18/21	Fri 6/18/21							
1123	Locates	1 day	Mon 6/14/21	Mon 6/14/21							
1124	Earthwork / Arborist / City Inspector	1 day	Mon 6/14/21	Mon 6/14/21							
1125	Sign Waivers for Disposal Bins	1 day	Mon 6/14/21	Mon 6/14/21							
1126	Construction (259 Days)	259 days	Fri 6/18/21	Fri 6/24/22							
1127	Construction Start-Up	4 days	Fri 6/18/21	Wed 6/23/21							
1128	<u>Notice to proceed</u>	<u>1 day</u>	<u>Fri 6/18/21</u>	<u>Fri 6/18/21</u>							
1129	<u>Permit Issued</u>	<u>1 day</u>	<u>Fri 6/18/21</u>	<u>Fri 6/18/21</u>							
1130	<u>Mobilization</u>	<u>3 days</u>	<u>Mon 6/21/21</u>	<u>Wed 6/23/21</u>							
1131	Install Erosion Control	1 day	Mon 6/21/21	Mon 6/21/21							
1132	Pre-Con Meetings	34 days	Thu 6/24/21	Wed 8/11/21							
1133	Project Team Roles and Responsibilities	1 day	Thu 6/24/21	Thu 6/24/21							
1134	Special Inspector	1 day	Thu 6/24/21	Thu 6/24/21							
1135	Earth Advantage	1 day	Fri 8/6/21	Fri 8/6/21							
1136	BEC Meeting	2 days	Tue 7/27/21	Wed 7/28/21							
1137	Mockup	10 days	Thu 7/29/21	Wed 8/11/21							
1138	Fire-proofing	1 day	Fri 8/6/21	Fri 8/6/21							
1139	Demolition	78 days	Mon 6/21/21	Fri 10/8/21							
1140	PGE disconnect service	1 day	Mon 6/21/21	Mon 6/21/21							
1141	<u>NW Natural disconnect service</u>	<u>3 days</u>	<u>Mon 6/21/21</u>	<u>Wed 6/23/21</u>							
1142	<u>Abatement and slab grind - West wing and Center</u>	<u>30 days</u>	<u>Thu 6/24/21</u>	<u>Thu 8/5/21</u>							
1143	Abatement and slab grind - North Wing	20 days	Fri 8/6/21	Thu 9/2/21							
1144	Abatement and slab grind - East Wing	20 days	Fri 9/3/21	Fri 10/1/21							
1145	<u>Demo remaining finishes/walls/openings - West Win</u>	<u>7 days</u>	<u>Fri 8/6/21</u>	<u>Mon 8/16/21</u>							
1146	Demo remaining finishes/walls/openings - North Wing	5 days	Fri 9/3/21	Fri 9/10/21							
1147	Demo remaining finishes/walls/openings - East Wing	5 days	Mon 10/4/21	Fri 10/8/21							
1148	Clear and grub site / working rock around perimeter of building	15 days	Tue 6/22/21	Tue 7/13/21							
1149	Demo misc. site items and hardscapes (except AC)	5 days	Wed 7/14/21	Tue 7/20/21							
1150	Utilities	124 days	Thu 6/24/21	Mon 12/20/21							
1151	Domestic Water	21 days	Wed 7/21/21	Wed 8/18/21							
1152	Demo old vault. Install new 3" DCVA Vault	10 days	Wed 7/21/21	Tue 8/3/21							

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ID	Task Name	Duration	Start	Finish	July October								
					B	M	E	B	M	E			
1153	Dig/Install/Inspect/Backfill domestic to building POC	6 days	Wed 8/4/21	Wed 8/11/21									
1154	Bug Test / Tie-In to City Meter	5 days	Thu 8/12/21	Wed 8/18/21									
1155	Fire Water Service	18 days	Thu 8/19/21	Tue 9/14/21									
1156	Demo old vault. Install new vault and assembly	10 days	Thu 8/19/21	Wed 9/1/21									
1157	Dig/Install/Inspect/Backfill new FSW to building POC	5 days	Thu 9/2/21	Thu 9/9/21									
1158	Bug Test / Tie-In to City Main	3 days	Fri 9/10/21	Tue 9/14/21									
1159	Natural Gas	59 days	Thu 6/24/21	Thu 9/16/21									
1160	Remove old meters/regs	2 days	Thu 6/24/21	Fri 6/25/21									
1161	Disconnect and cap lines to be abandoned	2 days	Mon 6/28/21	Tue 6/29/21									
1162	Install New meter/service	5 days	Fri 9/10/21	Thu 9/16/21									
1163	Sanitary Sewer (NE corner of Common Area)	9 days	Fri 9/10/21	Wed 9/22/21									
1164	Dig/Install/Inspect/Backfill new 6" SS to building PC	7 days	Fri 9/10/21	Mon 9/20/21									
1165	Cap and abandon old 4" SS at main	2 days	Tue 9/21/21	Wed 9/22/21									
1166	Storm Sewer (East side of South parking lot)	9 days	Thu 9/23/21	Tue 10/5/21									
1167	Install new filtration system	5 days	Thu 9/23/21	Wed 9/29/21									
1168	Install new catch basin	4 days	Thu 9/30/21	Tue 10/5/21									
1169	Low Volt	5 days	Tue 8/17/21	Mon 8/23/21									
1170	Verify Existing Service to building	5 days	Tue 8/17/21	Mon 8/23/21									
1171	Electrical	106 days	Wed 7/21/21	Mon 12/20/21									
1172	PGE remove old cap bank	5 days	Wed 7/21/21	Tue 7/27/21									
1173	PGE set new cap bank	2 days	Wed 7/28/21	Thu 7/29/21									
1174	PGE connect service	1 day	Mon 12/20/21	Mon 12/20/21									
1175	PGE Demo Light Pole at Roundabout	1 day	Wed 7/28/21	Wed 7/28/21									
1176	Building Interior	193 days	Tue 8/17/21	Thu 5/19/22									
1177	Underground (w/in building)	58 days	Tue 8/17/21	Fri 11/5/21									
1178	West Wing and Center	22 days	Tue 8/17/21	Thu 9/16/21									
1179	<i>Saw Cut/demo for SS lines, Radon and shower p</i>	<i>8 days</i>	<i>Tue 8/17/21</i>	<i>Thu 8/26/21</i>									
1180	<i>Trench for SS and Radon</i>	<i>5 days</i>	<i>Fri 8/27/21</i>	<i>Thu 9/2/21</i>									
1181	<i>Install SS lines and Radon</i>	<i>5 days</i>	<i>Fri 9/3/21</i>	<i>Fri 9/10/21</i>									
1182	<i>Inspect/backfill - EOR to inspect once rebar is in</i>	<i>4 days</i>	<i>Mon 9/13/21</i>	<i>Thu 9/16/21</i>									
1183	North Wing	20 days	Mon 9/13/21	Fri 10/8/21									
1184	Saw Cut/demo for SS lines, Radon and shower pa	7 days	Mon 9/13/21	Tue 9/21/21									
1185	Trench for SS and Radon	5 days	Wed 9/22/21	Tue 9/28/21									
1186	Install SS lines and Radon	5 days	Wed 9/29/21	Tue 10/5/21									
1187	Inspect/backfill	3 days	Wed 10/6/21	Fri 10/8/21									
1188	East Wing	20 days	Mon 10/11/21	Fri 11/5/21									
1189	Saw Cut/demo for SS lines, Radon and shower pa	7 days	Mon 10/11/21	Tue 10/19/21									

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ID	Task Name	Duration	Start	Finish	July			October			
					B	M	E	B	M	E	
1190	Trench for SS and Radon	5 days	Wed 10/20/21	Tue 10/26/21							
1191	Install SS lines and Radon	5 days	Wed 10/27/21	Tue 11/2/21							
1192	Inspect/backfill	3 days	Wed 11/3/21	Fri 11/5/21							
1193	Concrete	41 days	Fri 9/17/21	Fri 11/12/21							
1194	West Wing and Center	6 days	Fri 9/17/21	Fri 9/24/21							
1195	<u>Vapor Barrier/Drill and epoxy dowels/rebar</u>	<u>5 days</u>	<u>Fri 9/17/21</u>	<u>Thu 9/23/21</u>							
1196	<u>Pour back trenches and shower depressions</u>	<u>1 day</u>	<u>Fri 9/24/21</u>	<u>Fri 9/24/21</u>							
1197	North Wing	5 days	Mon 10/11/21	Fri 10/15/21							
1198	Vapor Barrier/Drill and epoxy dowels/rebar	4 days	Mon 10/11/21	Thu 10/14/21							
1199	Pour back trenches and shower depressions	1 day	Fri 10/15/21	Fri 10/15/21							
1200	East Wing	5 days	Mon 11/8/21	Fri 11/12/21							
1201	Vapor Barrier/Drill and epoxy dowels/rebar	4 days	Mon 11/8/21	Thu 11/11/21							
1202	Pour back trenches and shower depressions	1 day	Fri 11/12/21	Fri 11/12/21							
1203	Framing	69 days	Mon 9/27/21	Wed 1/5/22							
1204	<u>West Wing - Notify EOR of framing start</u>	<u>18 days</u>	<u>Mon 9/27/21</u>	<u>Wed 10/20/21</u>							
1205	<u>Center</u>	<u>15 days</u>	<u>Thu 10/21/21</u>	<u>Wed 11/10/21</u>							
1206	<u>North Wing</u>	<u>18 days</u>	<u>Thu 11/11/21</u>	<u>Wed 12/8/21</u>							
1207	<u>East Wing</u>	<u>18 days</u>	<u>Thu 12/9/21</u>	<u>Wed 1/5/22</u>							
1208	Rough-In	70 days	Thu 10/21/21	Tue 2/1/22							
1209	West Wing	19 days	Thu 10/21/21	Tue 11/16/21							
1210	Electrical	7 days	Mon 10/25/21	Tue 11/2/21							
1211	Low Volt	2 days	Thu 10/21/21	Fri 10/22/21							
1212	Fire Sprinkler	7 days	Thu 10/21/21	Fri 10/29/21							
1213	HVAC	18 days	Thu 10/21/21	Mon 11/15/21							
1214	Pre-Rock Corridors/Party Walls	3 days	Thu 10/21/21	Mon 10/25/21							
1215	Install venting/units	5 days	Tue 10/26/21	Mon 11/1/21							
1216	Install Line sets	10 days	Tue 11/2/21	Mon 11/15/21							
1217	Plumbing	7 days	Thu 10/21/21	Fri 10/29/21							
1218	Gas	3 days	Thu 10/21/21	Mon 10/25/21							
1219	Cover	1 day	Tue 11/16/21	Tue 11/16/21							
1220	Center	19 days	Thu 11/11/21	Thu 12/9/21							
1221	Electrical	5 days	Thu 11/11/21	Wed 11/17/21							
1222	Low Volt	2 days	Thu 11/11/21	Fri 11/12/21							
1223	Fire Sprinkler	5 days	Thu 11/11/21	Wed 11/17/21							
1224	HVAC	18 days	Thu 11/11/21	Wed 12/8/21							
1225	Pre-Rock Corridors/Party Walls	2 days	Thu 11/11/21	Fri 11/12/21							
1226	Install venting	5 days	Tue 11/16/21	Mon 11/22/21							

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
Date: Wed 4/28/21

Project: HACC Webster Road Rehab
18000 Webster Rd.
Gladstone, OR 97207

ID	Task Name	Duration	Start	Finish	July			October			
					B	M	E	B	M	E	
1227	Install Line sets	10 days	Tue 11/23/21	Wed 12/8/21							
1228	Plumbing	7 days	Thu 11/11/21	Fri 11/19/21							
1229	Gas	3 days	Thu 11/11/21	Mon 11/15/21							
1230	Cover	1 day	Thu 12/9/21	Thu 12/9/21							
1231	North Wing	19 days	Thu 12/9/21	Thu 1/6/22							
1232	Electrical	7 days	Thu 12/9/21	Fri 12/17/21							
1233	Low Volt	2 days	Thu 12/9/21	Fri 12/10/21							
1234	Fire Sprinkler	7 days	Thu 12/9/21	Fri 12/17/21							
1235	HVAC	18 days	Thu 12/9/21	Wed 1/5/22							
1236	Pre-Rock Corridors/Party Walls	3 days	Thu 12/9/21	Mon 12/13/21							
1237	Install venting	5 days	Tue 12/14/21	Mon 12/20/21							
1238	Install Line sets	10 days	Tue 12/21/21	Wed 1/5/22							
1239	Plumbing	7 days	Thu 12/9/21	Fri 12/17/21							
1240	Cover	1 day	Thu 1/6/22	Thu 1/6/22							
1241	East Wing	19 days	Thu 1/6/22	Tue 2/1/22							
1242	Electrical	7 days	Thu 1/6/22	Fri 1/14/22							
1243	Low Volt	2 days	Thu 1/6/22	Fri 1/7/22							
1244	Fire Sprinkler	7 days	Thu 1/6/22	Fri 1/14/22							
1245	HVAC	18 days	Thu 1/6/22	Mon 1/31/22							
1246	Pre-Rock Soffits	3 days	Thu 1/6/22	Mon 1/10/22							
1247	Install venting	5 days	Tue 1/11/22	Mon 1/17/22							
1248	Install Line sets	10 days	Tue 1/18/22	Mon 1/31/22							
1249	Plumbing	7 days	Thu 1/6/22	Fri 1/14/22							
1250	Cover	1 day	Tue 2/1/22	Tue 2/1/22							
1251	Insulation	57 days	Wed 11/17/21	Wed 2/9/22							
1268	Drywall/Paint	69 days	Mon 11/29/21	Mon 3/7/22							
1296	Interior Finishes	104 days	Thu 12/23/21	Thu 5/19/22							
1297	West Wing	47 days	Thu 12/23/21	Tue 3/1/22							
1298	Install Flooring (Includes slab prep)	12 days	Thu 12/23/21	Tue 1/11/22							
1299	Install Cabinets	5 days	Wed 1/12/22	Tue 1/18/22							
1300	Install Countertops	10 days	Wed 1/19/22	Tue 2/1/22							
1301	Install MEP Trims	5 days	Wed 2/2/22	Tue 2/8/22							
1302	Install Doors/Trim	5 days	Wed 1/19/22	Tue 1/25/22							
1303	Paint Doors/Trim	4 days	Wed 1/26/22	Mon 1/31/22							
1304	Install Hardware	2 days	Tue 2/1/22	Wed 2/2/22							
1305	Install Base	2 days	Tue 2/1/22	Wed 2/2/22							
1306	Install Specialties	5 days	Thu 2/3/22	Wed 2/9/22							

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
Date: Wed 4/28/21

Project: HACC Webster Road Rehab
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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1307	Appliances	1 day	Thu 2/10/22	Thu 2/10/22						
1308	GC Punch	5 days	Fri 2/11/22	Thu 2/17/22						
1309	Owner Punch	5 days	Fri 2/18/22	Thu 2/24/22						
1310	Final Clean	3 days	Fri 2/25/22	Tue 3/1/22						
1311	Center Space / Corridors	92 days	Wed 1/12/22	Thu 5/19/22						
1312	Install ACT Grid	10 days	Wed 1/12/22	Tue 1/25/22						
1313	Install MEPs into grid	12 days	Wed 1/26/22	Thu 2/10/22						
1314	MEP Cover	2 days	Fri 2/11/22	Mon 2/14/22						
1315	Install ACT Tiles	5 days	Tue 2/15/22	Mon 2/21/22						
1316	Install Gas Fireplace	3 days	Tue 2/22/22	Thu 2/24/22						
1317	Install Tile surround	5 days	Fri 2/25/22	Thu 3/3/22						
1318	Install Flooring (Includes slab prep)	12 days	Fri 3/4/22	Mon 3/21/22						
1319	Install Cabinets/Shelving	7 days	Tue 3/22/22	Wed 3/30/22						
1320	Install countertops	10 days	Thu 3/31/22	Wed 4/13/22						
1321	Install MEP Trims	7 days	Thu 4/14/22	Fri 4/22/22						
1322	Install Doors/Trim	4 days	Thu 3/31/22	Tue 4/5/22						
1323	Install Base	3 days	Wed 4/6/22	Fri 4/8/22						
1324	Paint Doors/Trim	4 days	Mon 4/11/22	Thu 4/14/22						
1325	Install Hardware	3 days	Fri 4/15/22	Tue 4/19/22						
1326	Install Specialties	3 days	Wed 4/20/22	Fri 4/22/22						
1327	Install Post Boxes	6 days	Mon 4/25/22	Mon 5/2/22						
1328	GC Punch	5 days	Tue 5/3/22	Mon 5/9/22						
1329	Owner Punch	5 days	Tue 5/10/22	Mon 5/16/22						
1330	Final Clean	3 days	Tue 5/17/22	Thu 5/19/22						
1331	North Wing	46 days	Fri 2/11/22	Fri 4/15/22						
1332	Install Flooring (Includes slab prep)	12 days	Fri 2/11/22	Mon 2/28/22						
1333	Install Cabinets	5 days	Tue 3/1/22	Mon 3/7/22						
1334	Install countertops	10 days	Tue 3/8/22	Mon 3/21/22						
1335	Install MEP Trims	5 days	Tue 3/22/22	Mon 3/28/22						
1336	Install Doors/Trim	5 days	Tue 3/8/22	Mon 3/14/22						
1337	Paint Doors/Trim	4 days	Tue 3/15/22	Fri 3/18/22						
1338	Install Hardware	2 days	Mon 3/21/22	Tue 3/22/22						
1339	Install Base	2 days	Mon 3/21/22	Tue 3/22/22						
1340	Install Specialties	5 days	Wed 3/23/22	Tue 3/29/22						
1341	Appliances	1 day	Wed 3/30/22	Wed 3/30/22						
1342	GC Punch	5 days	Thu 3/31/22	Wed 4/6/22						
1343	Owner Punch	5 days	Thu 4/7/22	Wed 4/13/22						

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
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Project: HACC Webster Road Rehab
18000 Webster Rd.
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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1344	Final Clean	2 days	Thu 4/14/22	Fri 4/15/22						
1345	East Wing	46 days	Tue 3/8/22	Tue 5/10/22						
1346	Install Flooring (Includes slab prep)	12 days	Tue 3/8/22	Wed 3/23/22						
1347	Install Cabinets	5 days	Thu 3/24/22	Wed 3/30/22						
1348	Install countertops	10 days	Thu 3/31/22	Wed 4/13/22						
1349	Install MEP Trims	5 days	Thu 4/14/22	Wed 4/20/22						
1350	Install Doors/Trim	5 days	Thu 3/31/22	Wed 4/6/22						
1351	Paint Doors/Trim	4 days	Thu 4/7/22	Tue 4/12/22						
1352	Install Hardware	2 days	Wed 4/13/22	Thu 4/14/22						
1353	Install Base	2 days	Wed 4/13/22	Thu 4/14/22						
1354	Install Specialties	5 days	Fri 4/15/22	Thu 4/21/22						
1355	Appliances	1 day	Fri 4/22/22	Fri 4/22/22						
1356	GC Punch	5 days	Mon 4/25/22	Fri 4/29/22						
1357	Owner Punch	5 days	Mon 5/2/22	Fri 5/6/22						
1358	Final Clean	2 days	Mon 5/9/22	Tue 5/10/22						
1359	Building Exterior	112 days	Mon 9/27/21	Mon 3/7/22						
1360	Roof	98 days	Mon 9/27/21	Tue 2/15/22						
1361	Tear-Off Existing	4 days	Mon 9/27/21	Thu 9/30/21						
1362	Replace Sheeting as Needed	4 days	Fri 10/1/21	Wed 10/6/21						
1363	Install Curbs	2 days	Thu 10/7/21	Fri 10/8/21						
1364	Install Skylights	2 days	Mon 10/11/21	Tue 10/12/21						
1365	Vapor Barrier	8 days	Wed 10/13/21	Fri 10/22/21						
1366	Insulation/Cover Board (After MEP Rough-Ins)	5 days	Wed 2/2/22	Tue 2/8/22						
1367	Cap Sheet	5 days	Wed 2/9/22	Tue 2/15/22						
1368	Envelope	75 days	Thu 10/7/21	Tue 1/25/22						
1369	West Wing and Center	26 days	Thu 10/7/21	Thu 11/11/21						
1370	WRB	6 days	Thu 10/7/21	Thu 10/14/21						
1371	Windows	6 days	Mon 11/1/21	Mon 11/8/21						
1372	Door Frames	3 days	Tue 11/9/21	Thu 11/11/21						
1373	North Wing	14 days	Thu 12/9/21	Wed 12/29/21						
1374	WRB	6 days	Thu 12/9/21	Thu 12/16/21						
1375	Windows	5 days	Fri 12/17/21	Thu 12/23/21						
1376	Door Frames	3 days	Mon 12/27/21	Wed 12/29/21						
1377	East Wing	14 days	Thu 1/6/22	Tue 1/25/22						
1378	<u>WRB</u>	<u>6 days</u>	<u>Thu 1/6/22</u>	<u>Thu 1/13/22</u>						
1379	<u>Windows</u>	<u>5 days</u>	<u>Fri 1/14/22</u>	<u>Thu 1/20/22</u>						
1380	<u>Door Frames</u>	<u>3 days</u>	<u>Fri 1/21/22</u>	<u>Tue 1/25/22</u>						

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
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Project: HACC Webster Road Rehab
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ID	Task Name	Duration	Start	Finish	July			October			
					B	M	E	B	M	E	
1381	Cladding	78 days	Fri 11/12/21	Mon 3/7/22							
1382	West Wing and Center	29 days	Fri 11/12/21	Mon 12/27/21							
1383	Install Flashing/Furring/Insulation	6 days	Fri 11/12/21	Fri 11/19/21							
1384	Install Siding	8 days	Mon 11/22/21	Fri 12/3/21							
1385	Caulk Siding/Windows	5 days	Mon 12/6/21	Fri 12/10/21							
1386	Paint	5 days	Mon 12/13/21	Fri 12/17/21							
1387	MEP Trim	5 days	Mon 12/20/21	Mon 12/27/21							
1388	North Wing	29 days	Thu 12/30/21	Wed 2/9/22							
1389	Install Flashing/Furring/Insulation	6 days	Thu 12/30/21	Fri 1/7/22							
1390	Install Siding	8 days	Mon 1/10/22	Wed 1/19/22							
1391	Caulk Siding/Windows	5 days	Thu 1/20/22	Wed 1/26/22							
1392	Paint	5 days	Thu 1/27/22	Wed 2/2/22							
1393	MEP Trim	5 days	Thu 2/3/22	Wed 2/9/22							
1394	East Wing	29 days	Wed 1/26/22	Mon 3/7/22							
1395	<u>Install Flashing/Furring/Insulation</u>	<u>6 days</u>	<u>Wed 1/26/22</u>	<u>Wed 2/2/22</u>							
1396	<u>Install Siding</u>	<u>8 days</u>	<u>Thu 2/3/22</u>	<u>Mon 2/14/22</u>							
1397	<u>Caulk Siding/Windows</u>	<u>5 days</u>	<u>Tue 2/15/22</u>	<u>Mon 2/21/22</u>							
1398	<u>Paint</u>	<u>5 days</u>	<u>Tue 2/22/22</u>	<u>Mon 2/28/22</u>							
1399	<u>MEP Trim</u>	<u>5 days</u>	<u>Tue 3/1/22</u>	<u>Mon 3/7/22</u>							
1400	Site	114 days	Tue 12/28/21	Tue 6/7/22							
1401	West Wing Area	54 days	Tue 12/28/21	Mon 3/14/22							
1402	Trench/Install/Inspect/Backfill SD for roof drains	6 days	Tue 12/28/21	Wed 1/5/22							
1403	Excavate for Retaining wall	2 days	Thu 1/6/22	Fri 1/7/22							
1404	F/T/P footings	5 days	Mon 1/10/22	Fri 1/14/22							
1405	Install irrigation sleeves	1 day	Mon 1/17/22	Mon 1/17/22							
1406	F/T/P Wall	7 days	Tue 1/18/22	Wed 1/26/22							
1407	Install Perf drain/backfill wall	1 day	Thu 1/27/22	Thu 1/27/22							
1408	Install perf at sidewalk	1 day	Fri 1/28/22	Fri 1/28/22							
1409	Install electrical conduit at sidewalk	2 days	Mon 1/31/22	Tue 2/1/22							
1410	Install Irrigation sleeves/pipe	2 days	Wed 2/2/22	Thu 2/3/22							
1411	F/P Curb at Walks	3 days	Fri 2/4/22	Tue 2/8/22							
1412	Grade Walks	2 days	Wed 2/9/22	Thu 2/10/22							
1413	F/P Walks	3 days	Fri 2/11/22	Tue 2/15/22							
1414	Install Irrigation	4 days	Wed 2/16/22	Mon 2/21/22							
1415	Install site lights	3 days	Tue 2/22/22	Thu 2/24/22							
1416	Install Handrails/Accessories	3 days	Fri 2/25/22	Tue 3/1/22							
1417	Install topsoil	2 days	Wed 3/2/22	Thu 3/3/22							

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
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Project: HACC Webster Road Rehab
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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1418	Install Plantings	6 days	Fri 3/4/22	Fri 3/11/22						
1419	Install Bark	1 day	Mon 3/14/22	Mon 3/14/22						
1420	North Wing Area	52 days	Thu 2/10/22	Fri 4/22/22						
1421	Trench/Install/Inspect/Backfill SD for roof drains	6 days	Thu 2/10/22	Thu 2/17/22						
1422	Excavate for Retaining wall	2 days	Fri 2/18/22	Mon 2/21/22						
1423	F/T/P footings	5 days	Tue 2/22/22	Mon 2/28/22						
1424	Install irrigation sleeves	1 day	Tue 3/1/22	Tue 3/1/22						
1425	F/T/P Wall	7 days	Wed 3/2/22	Thu 3/10/22						
1426	Install Perf drain/backfill wall	1 day	Fri 3/11/22	Fri 3/11/22						
1427	Install perf at sidewalk	1 day	Mon 3/14/22	Mon 3/14/22						
1428	Install electrical conduit at sidewalk	2 days	Tue 3/15/22	Wed 3/16/22						
1429	Install Irrigation sleeves/pipe	2 days	Thu 3/17/22	Fri 3/18/22						
1430	F/P Curb at Walks	3 days	Mon 3/21/22	Wed 3/23/22						
1431	Grade Walks	1 day	Thu 3/24/22	Thu 3/24/22						
1432	F/P Walks	3 days	Fri 3/25/22	Tue 3/29/22						
1433	Install Irrigation	4 days	Wed 3/30/22	Mon 4/4/22						
1434	Install site lights	3 days	Tue 4/5/22	Thu 4/7/22						
1435	Install Handrails/Accessories	2 days	Fri 4/8/22	Mon 4/11/22						
1436	Install topsoil	2 days	Tue 4/12/22	Wed 4/13/22						
1437	Install Plantings	6 days	Thu 4/14/22	Thu 4/21/22						
1438	Install Bark	1 day	Fri 4/22/22	Fri 4/22/22						
1439	East Wing Area	50 days	Tue 3/8/22	Mon 5/16/22						
1440	<u>Trench/Install/Inspect/Backfill SD for roof drains</u>	<u>6 days</u>	<u>Tue 3/8/22</u>	<u>Tue 3/15/22</u>						
1441	<u>Excavate for Retaining wall</u>	<u>3 days</u>	<u>Wed 3/16/22</u>	<u>Fri 3/18/22</u>						
1442	<u>F/T/P footings</u>	<u>5 days</u>	<u>Mon 3/21/22</u>	<u>Fri 3/25/22</u>						
1443	Install Flag Pole Base	3 days	Mon 3/28/22	Wed 3/30/22						
1444	Install Flag Pole	2 days	Thu 3/31/22	Fri 4/1/22						
1445	<u>Install irrigation sleeves</u>	<u>1 day</u>	<u>Mon 3/28/22</u>	<u>Mon 3/28/22</u>						
1446	<u>F/T/P Wall</u>	<u>5 days</u>	<u>Tue 3/29/22</u>	<u>Mon 4/4/22</u>						
1447	<u>Install Perf drain/backfill wall</u>	<u>1 day</u>	<u>Tue 4/5/22</u>	<u>Tue 4/5/22</u>						
1448	<u>Install Shelter Footings</u>	<u>3 days</u>	<u>Wed 4/6/22</u>	<u>Fri 4/8/22</u>						
1449	Install perf at sidewalk	1 day	Wed 4/6/22	Wed 4/6/22						
1450	<u>Install electrical conduit at sidewalk</u>	<u>2 days</u>	<u>Mon 4/11/22</u>	<u>Tue 4/12/22</u>						
1451	Install Irrigation sleeves/pipe	2 days	Mon 4/11/22	Tue 4/12/22						
1452	Grade Walks	3 days	Wed 4/13/22	Fri 4/15/22						
1453	F/P Walks	3 days	Mon 4/18/22	Wed 4/20/22						
1454	Install Shelter	3 days	Thu 4/21/22	Mon 4/25/22						

EXHIBIT A.6 - CONSTRUCTION SCHEDULE

Walsh Construction
Date: Wed 4/28/21

Project: HACC Webster Road Rehab
18000 Webster Rd.
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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1455	Install Irrigation	2 days	Tue 4/26/22	Wed 4/27/22						
1456	Install site lights	4 days	Thu 4/28/22	Tue 5/3/22						
1457	Install Handrails/Accessories	2 days	Wed 5/4/22	Thu 5/5/22						
1458	Install topsoil	2 days	Fri 5/6/22	Mon 5/9/22						
1459	Install Plantings	1 day	Tue 5/10/22	Tue 5/10/22						
1460	Install Bark	4 days	Wed 5/11/22	Mon 5/16/22						
1461	Parking Lots/ROW	30 days	Mon 4/11/22	Fri 5/20/22						
1462	<u>F/P Curbs North Lot</u>	<u>4 days</u>	<u>Wed 4/13/22</u>	<u>Mon 4/18/22</u>						
1463	<u>F/P Curbs South Lot</u>	<u>4 days</u>	<u>Tue 4/19/22</u>	<u>Fri 4/22/22</u>						
1464	Demo ROW Sidewalk	3 days	Mon 4/11/22	Wed 4/13/22						
1465	Install Fire Hydrant	6 days	Thu 4/14/22	Thu 4/21/22						
1466	<u>F/P Apron North Entry</u>	<u>3 days</u>	<u>Mon 4/25/22</u>	<u>Wed 4/27/22</u>						
1467	<u>F/P Apron South Entry</u>	<u>3 days</u>	<u>Thu 4/28/22</u>	<u>Mon 5/2/22</u>						
1468	<u>F/P ROW Sidewalk</u>	<u>6 days</u>	<u>Tue 5/3/22</u>	<u>Tue 5/10/22</u>						
1469	Grade/Fine Grade both Lots	2 days	Tue 5/3/22	Wed 5/4/22						
1470	Pave Both Lots	1 day	Thu 5/5/22	Thu 5/5/22						
1471	Install Striping	1 day	Fri 5/6/22	Fri 5/6/22						
1472	Install Wheel Stops	1 day	Fri 5/6/22	Fri 5/6/22						
1473	Install Signage	1 day	Mon 5/9/22	Mon 5/9/22						
1474	<u>Install Topsoil</u>	<u>3 days</u>	<u>Wed 5/11/22</u>	<u>Fri 5/13/22</u>						
1475	<u>Install Plantings</u>	<u>4 days</u>	<u>Mon 5/16/22</u>	<u>Thu 5/19/22</u>						
1476	<u>Install Bark</u>	<u>1 day</u>	<u>Fri 5/20/22</u>	<u>Fri 5/20/22</u>						
1477	Exterior Punch	11 days	Mon 5/23/22	Tue 6/7/22						
1478	GC Punch	4 days	Mon 5/23/22	Thu 5/26/22						
1479	Owner Punch	5 days	Fri 5/27/22	Fri 6/3/22						
1480	Clean	2 days	Mon 6/6/22	Tue 6/7/22						
1481	Project Closeout	35 days	Fri 5/6/22	Fri 6/24/22						
1482	Final Letters	16 days	Fri 5/6/22	Fri 5/27/22						
1483	Special Inspection Final letter	2 days	Fri 5/6/22	Mon 5/9/22						
1484	EOR final letter	2 days	Fri 5/6/22	Mon 5/9/22						
1485	Video City SS Main	1 day	Fri 5/27/22	Fri 5/27/22						
1486	MEP / Finals	11 days	Tue 5/10/22	Tue 5/24/22						
1487	Final Electrical/LV/Fire Alarm Inspections	5 days	Tue 5/10/22	Mon 5/16/22						
1488	Final Plumbing Inspection	5 days	Tue 5/10/22	Mon 5/16/22						
1489	Final Mechanical Inspection	5 days	Tue 5/10/22	Mon 5/16/22						
1490	Fire Marshal (FSP) Final inspection	5 days	Tue 5/10/22	Mon 5/16/22						
1491	<u>Site Final</u>	<u>2 days</u>	<u>Mon 5/23/22</u>	<u>Tue 5/24/22</u>						

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ID	Task Name	Duration	Start	Finish	July			October		
					B	M	E	B	M	E
1492	Completion	22 days	Wed 5/25/22	Fri 6/24/22						
1493	<i><u>Schedule Contingency</u></i>	<i><u>10 days</u></i>	<i><u>Wed 5/25/22</u></i>	<i><u>Wed 6/8/22</u></i>						
1494	<i><u>Substantial Completion / TCO (6.9.22)</u></i>	<i><u>1 day</u></i>	<i><u>Thu 6/9/22</u></i>	<i><u>Thu 6/9/22</u></i>						
1495	<i><u>C of O</u></i>	<i><u>10 days</u></i>	<i><u>Fri 6/10/22</u></i>	<i><u>Thu 6/23/22</u></i>						
1496	Complete All Owner Punchlists	5 days	Wed 6/8/22	Tue 6/14/22						
1497	<i><u>Final Completion (6.24.22)</u></i>	<i><u>1 day</u></i>	<i><u>Fri 6/24/22</u></i>	<i><u>Fri 6/24/22</u></i>						

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CONTRACTOR'S CONSENT AND CERTIFICATE

The undersigned ("Contractor") has entered into that certain [title or description of contract] (the "Agreement") dated _____, 20____, with _____, a _____ limited partnership ("Owner"), for the construction of certain improvements (the "Improvements") to be located on the land (the "Land") more particularly described on Exhibit A attached hereto and made a part hereof. Contractor acknowledges that U.S. Bancorp Community Development Corporation, a Minnesota corporation, is the limited partner of Owner ("Limited Partner") under a certain Amended and Restated Agreement of Limited Partnership made as of even date herewith by and between, _____ a _____, as general partner ("General Partner") and Limited Partner (the "Partnership Agreement"). Contractor further certifies to and agrees for the benefit of Limited Partner as follows:

1. The Agreement is in full force and effect, Contractor is not in default under the Agreement, and to Contractor's knowledge, Owner is not in default under the Agreement.
2. All permits required for the current stage of construction of the Improvements have been issued except: none (if none, so state), and all insurance coverage that Contractor is required to carry under the Agreement has been obtained.
3. There are and will be no side agreements or arrangements between Contractor and Owner, Contractor and General Partner or Contractor and Limited Partner (or any affiliates of any of the foregoing) and no fees will be paid to Contractor other than the fees set forth in the Agreement.
4. If Owner defaults in making any payment or in performing any other obligation under the Agreement, or if the Agreement is terminated for any reason, Contractor will give Limited Partner written notice of the default or termination. Prior to exercising any remedy available to Contractor under the Agreement as a result of such a default or termination, Contractor will afford to Limited Partner a period of thirty (30) days, beyond the expiration of any cure period available to the Owner, within which to cure the default or other cause for termination (it being acknowledged by Contractor that Limited Partner shall have no obligation to cure any default by Owner) and upon such a cure (or in Contractor's sole discretion, even if such cure has not been completed) the Agreement shall be reinstated on the same terms and conditions. Any notice of default or termination will be delivered by personal delivery or by a nationally recognized overnight courier service or will be mailed by certified mail, return receipt requested, to the following address:

U.S. Bancorp Community Development Corporation
USB Project No. []
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
Attention: Director of LIHTC Asset Management

5. In the event that Limited Partner or any other party (“Successor”) becomes the general partner of Owner, unless otherwise notified by Successor, Contractor will continue to perform its obligations under the Agreement, provided that any past due amounts owed to Contractor under the Agreement are paid and further provided that Contractor is thereafter compensated for its services as provided in the Agreement.
6. Contractor acknowledges that Limited Partner will rely on this Consent and Certificate in making its capital contribution to Owner that is contemplated by the Partnership Agreement.
7. Contractor acknowledges that Limited Partner may assign its interest in the Partnership and this Consent and Certificate shall inure to the benefit of Limited Partner’s successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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Contractor has executed and delivered this Consent and Certificate on the ____ day of _____, 20__.

Contractor:

By: _____

Name: _____

Title: _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

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EXHIBIT A.8 - COST MATRIX

DIRECT COST/ GENERAL CONDITIONS WORK COST MATRIX

	Description	Construction costs/Paid by Owner		Contractor's O/H Part of CM/GC's Fee	Misc. Costs Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
Costs Related to CM Staffing & Job Office					
1	Project Superintendent		X		
2	Area Superintendents		X		
3	Project Executive (for project specific time only)		X*		
4	Senior Project Manager (for project specific time only)		X		
5	Project Manager		X		
6	Project Engineers		X		
7	Field Engineers = install, adjust, and/or trouble-shoot equipment		X		
8	Project Admin = on-site office manager, payroll, clerical services		X*		
9	Scheduler (for project specific time only)		X		
10	MEP Coordinator (for project specific time only)		X*		
11	LEED Coordinator (for project specific time only)		X*		
12	Safety Coordinator (for project specific time only)		X		
13	Detailer	X			
14	Accounting/Data Processing			X	
15	Payroll Accountant			X	
16	Surveying	X			
17	Benefits - included in hourly rates		X		
18	Vacation Time - included in hourly rates		X		
19	Travel, Hotel, Meals, etc. (in accordance with Agreement for product verification only)		X		
20	Sick Leave - included in hourly rates		X		
21	Bonuses			X	
22	Jobsite Office material costs and expendables		X		
23	Warranty			X	
24	Corrective/Non-conforming repair			X	
25	Corrective work not due to contractor default			X	
26	PM auto rental		X*		
27	PM auto fuel for on-site job-related errands only - not travel from home		X		
28	Project Superintendent truck rental		X		
29	Project Superintendent truck fuel for on-site job-related errands only - not travel from home		X		
30	Office Trailer Rental		X		
31	Office Furniture/Equipment		X*		
32	Blueprints for sub bidding - Allowance		X*		
33	Blueprints for day-to-day job operations		X		
34	Postage/FedEx		X		
35	Project Photos		X*		
36	Phones/Computers & other Electronic Devices, associated services charges			X	
37	General Contractor Bond	X			
38	Subcontractor Bonds	X*			

*May be subject to negotiation

EXHIBIT A.8 - COST MATRIX

	Description	Construction costs/Paid by Owner		Contractor's O/H Part of CM/GC's Fee	Misc. Costs Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
39	Insurance GL, Auto (in accordance with contract only)			X	
40	Insurance All Risk	X			
41	Soils report				X
42	Testing and Inspections				X
43	Facility training	X			
44	Building Permits/Fees				X
45	Development Permits/fees				X
46	Estimating	X			
47	Corporate accounting			X	
48	Corporate safety officer			X	
49	Main office administration			X	
50	Corporate IT director			X	
51	Legal			X	
52	Main office payroll costs			X	
53	Main office fringe/bonus costs			X	
54	Construction Wages for trade labor	X*			
55	Labor Burden for trade labor, including Workers Comp premiums	X*			
56	Subcontracts	X			
57	Material & Equipment related to craft labor & site logistics	X			
58	Rental-Contractor Owned equip (less than \$2000 will be purchased)	X*			
59	Small Tools (less than \$2000 will be purchased)		X*		
60	Job truck rental/operation		X		
61	Job truck fuel		X		
62	Water truck		X		
63	Dewatering		X		
64	Equipment rental -third party	X			
65	Storage Trailer rental		X		
66	Temporary Toilets		X		
67	Project Signage		X		
68	Temporary Fencing		X		
69	Barricades		X		
70	Temporary Enclosures		X		
71	Temporary Stairs		X		
72	Opening Protection	X			
73	Safety railing and nets		X		
74	Drinking water (NOT coffee) and supplies (cups)		X		
75	Safety equipment for CMGC personnel. Generic only - not logo materials. Subs provide own in COW.	X	X		
76	First Aid supplies for CMGC personnel. Subs provide own in COW.	X	X		
77	Security		X*		
78	Weather protection		X		
79	Mobilization/Demobilization		X		
80	Craft Parking			X	
81	Craft Shuttles			X	
82	Telephone and Data line Installation		X		
83	Temp utilities hookup		X		
84	Temp utility bills				X

*May be subject to negotiation

EXHIBIT A.8 - COST MATRIX

	Description	Construction costs/Paid by Owner		Contractor's O/H Part of CM/GC's Fee	Misc. Costs Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
85	Periodic Cleanup	X			
86	Final cleanup	X			
87	Dump permits/fees	X			
88	Trash removal/Hauling	X			
89	Flagging/Traffic control	X			
90	Dust Control	X			
91	Trash chute	X			
92	Trade permits				X
93	Manlift Materials and Rental	X			
94	Manlift Erect/Dismantle	X			
95	Manlift operator	X			
96	Crane rental	X			
97	Crane operator & bellman	X			
98	Crane Erect/Dismantle/Jump	X			
99	Crane Service agreement costs	X			
100	Temp elevator operator	X			
101	Temp elevator agreement	X			
102	Forklift rental	X			
103	Forklift operator	X			
104	Equipment Fuel	X			

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SECTION 02 82 13 ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SCOPE

- A. This section covers the removal and repair of materials that contain, or are presumed to contain, greater than one percent asbestos.
- B. The abatement contractor shall provide all labor, materials, equipment, services, permits, and insurance required to complete asbestos abatement procedures as indicated in these Specifications. The abatement contractor shall perform all selective demolition as needed to access and abate asbestos-containing materials.
- C. The General Contractor and its subcontractors shall familiarize themselves with the material types, locations and quantities of asbestos-containing building materials at the site.
- D. Refer to the Asbestos-Containing Building Materials Survey Report, PBS Engineering and Environmental, December 2018 for information on asbestos-containing materials within the building. The table below summarizes the asbestos-containing building materials identified at the site.
- E. Table 1. Asbestos-Containing Materials

Asbestos-Containing Building Materials
Sheet Floor Covering
Textured Ceiling Material
Hard Fittings on Fiberglass
Joint Compound
Sink Undercoating
Exterior Stucco

- F. The asbestos-containing building materials listed above and in the associated survey do not necessarily represent materials requiring abatement to facilitate the planned facility renovations. Rather, they are the materials that were identified within, or immediately adjacent to, the work items and work areas. While many of these materials may require abatement, some may be able to safely remain during the project. ACM should be managed in place unless abatement is warranted.
- G. Although the work under the renovation project may not impact all of these asbestos-containing building materials, it is important to communicate the hazards to all individuals involved in the project in order to meet Oregon OSHA Hazard Communication requirements and avoid accidental damage to ACM during construction.

1.2 DEFINITIONS

- A. Abatement: Procedures to control fiber release from asbestos-containing building materials, which include encapsulation, enclosure, removal, repair, and related activities.
- B. Aggressive Sampling: Air sampling method that assures that asbestos fibers remain airborne during sampling. All surfaces inside the work area will be agitated by the liberal use of compressed air, leaf blowers, or similar. Fans will then be run throughout the sampling period to keep all suspended fibers airborne.
- C. AHERA: Asbestos Hazard Emergency Response Act, 40 CFR Part 763.

- D. Air Lock: A system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
- E. Air Monitoring: The process of measuring the asbestos fiber content of a specific volume of air in a stated period of time.
- F. Amended Water: Water containing a surfactant additive.
- G. Asbestos-containing Material (ACM): Any material containing more than one percent asbestos as defined under NESHAPS CFR 40, Part 61, OAR Chapter 340, Division 248, OR-OSHA 437, 1926.1101, and OSHA 29 CFR Part 1926.1101.
- H. Authorized Visitor: The owner or designated representative, or a representative of any regulatory or other agency having jurisdiction over the project, and having required training, medical, fit test, etc.
- I. Certified Industrial Hygienist (CIH): An industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.
- J. Construction, Manager/General Contractor (CMGC): A construction delivery method in which the construction manager acts as the general contractor with schedule and cost risk. The CMGC provides design phase assistance in evaluating costs, schedule, and implications of systems and materials during design.
- K. Class I Asbestos Work: Activities involving the removal of TSI and surfacing ACM and PACM.
- L. Class II Asbestos Work: Activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and mastics.
- M. Clean Room: An uncontaminated area or room that is part of the worker decontamination enclosure system, with provisions for storing workers' street clothes and clean protective equipment.
- N. Critical Barrier: Solid barrier constructed from minimum of 2- by 4-inch studs, 16-inch o.c.; 0.5-inch plywood or drywall sealed airtight and covered on both sides (where applicable) with two layers of 6-mil plastic.
- O. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily-framed doorway, securing each along the top of the doorway in a pleated fashion and securing one vertical side of each sheet on alternating sides of consecutive sheets. Two curtained doorways spaced a minimum of three feet apart to form an air lock.
- P. Disposal: Procedures necessary to transport and deposit the asbestos-contaminated material in an approved waste disposal site in compliance with the Environmental Protection Agency (EPA) and other applicable regulations.
- Q. Enclosure: Procedures necessary to completely seal all asbestos-containing material behind airtight, impermeable, permanent barriers, including PVC jackets.
- R. Encapsulant (Sealant): A liquid material that can be applied to asbestos-containing material and that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant), or by penetrating the material and binding its components together (penetrating encapsulant).

- S. Environmental Consultant: Environmental consultant specializing in asbestos abatement—PBS Engineering and Environmental Inc., 4412 SW Corbett Avenue, Portland, Oregon, 97239, 503.248.1939.
- T. Equipment Room: A contaminated area or room, which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- U. Fitting: With regard to pipe insulation, a fitting is any elbow, offset, reducer, tee, etc.
- V. Fixed Object: Fixtures that are attached to the building or too heavy or bulky to remove from the work area.
- W. Glovebag: A manufactured device consisting of a transparent plastic bag with inward projecting sleeves, an internal tool pouch, provisions for fastening and sealing at the top and sides, and a receptacle in the bottom to hold asbestos waste. The glovebag is installed to surround the material to be removed and contain all fibers released during the process. Glovebags are used to remove insulation from small sections of pipe and fittings.
- X. HEPA Filter: A high efficiency particulate air (absolute) filter capable of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns in length.
- Y. HEPA Vacuum Equipment: High efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters of 99.97 percent efficiency for retaining fibers of 0.3 microns in length or larger shall be installed for filtering discharge air.
- Z. Independent Testing Laboratory: A laboratory financially independent from and hired by the owner, architect, or contractor that is either AIHA-accredited for asbestos with demonstrated proficiency via the AIHA PAT program, or has analysts proficient in the AIHA AAR program for air sample analysis.
- AA. Industrial Hygienist: An employee of the Independent Testing Laboratory who is experienced and trained in asbestos sampling and analysis as specified.
- BB. Insulating Cement: Cementitious material applied to pipe reducers, manifolds, etc.
- CC. Isolated Work Area: A totally contained area of the facility where abatement activities are performed.
- DD. Movable Object: Furnishings not attached to the building structure that can be removed from the work area.
- EE. Negative-air Glovebag: A manufactured device consisting of a transparent plastic bag with inward projecting sleeves, an internal tool pouch, provisions for fastening and sealing it at the top and sides, and a receptacle in the bottom to hold asbestos waste. The glovebag is installed to surround the material to be removed and contain all fibers released through the process, with provisions for allowing continuous airflow through the bag while maintaining negative pressure inside.
- FF. Owner Representative: Designated by the Owner, and/or designated employee(s) of the Owner Representative.
- GG. PACM: Presumed asbestos-containing materials.
- HH. Pressure Differential Fan System: An air-purifying fan system located inside or outside the isolated work area that draws air out of the work area through a HEPA filter, keeping static air pressure in the work area lower than in adjacent areas, and preventing escape of contaminated air from work area to adjacent areas.
- II. Public Area: Any area outside the isolated work area. When work area isolation measures are removed, the work area becomes a public area.

- JJ. Removal: All operations where ACM and/or PACM are taken out or stripped from structures or substrates, and include demolition activities.
- KK. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system that is equipped with soap, shampoo, and hot and cold running water controllable at the faucet, and suitably arranged for complete showering during decontamination. The shower room must be separated from the clean room and equipment room by air locks.
- LL. Special Fitting: With regard to pipe insulation, a special fitting is any valve, union, strainer, thermometer, flange, etc.
- MM. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- NN. Tack Coat: A coat of penetrating encapsulant applied to all surfaces from which asbestos-containing materials have been removed.
- OO. Thermal System Insulation (TSI): ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.
- PP. Vacuum Loader Removal: Wetting and pneumatic conveying of loose material through a vacuum hose to a sealed collection tank specially equipped to prevent escape of fibers.
- QQ. Wet Cleaning: The process of eliminating asbestos from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with water.
- RR. Worker Decontamination Enclosure System: A showering facility for workers, typically consisting of a clean room, a shower room, and an equipment room. Each of these rooms is separated from the others by air locks. The equipment room is separated from the work area by a curtained doorway. The clean room is separated from the public area by a curtained doorway.
- SS. Worksite Entry Logbook: A logbook kept in the clean room that must be signed by everyone entering or leaving the work area. All pages of the logbook must be the same as the sample page bound into these Specifications.

1.3 DOCUMENTS INCORPORATED BY REFERENCE

- A. The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the most stringent requirements shall apply.
 - 1. US Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS). (Code of Federal Regulations Title 40, Part 61, Subparts A and M.)
 - 2. US Environmental Protection Agency Office of Toxic Substances Guidance Document, "Guidance for Controlling Friable Asbestos-Containing Materials in Buildings." EPA Report Number 560/5-85-024 ("Purple Book").
 - 3. US Department of Labor Occupational Safety and Health Administration (OSHA):
 - a. Title 29 Code of Federal Regulations Section 1910.1001—General Industry Standard for Asbestos.
 - b. Title 29 Code of Federal Regulations Section 1910.134—General Industry Standard for Respiratory Protection.

- c. Title 29 Code of Federal Regulations Section 1910 et al.—Occupational Exposure to Asbestos; Final Rule.
 - d. Title 29 Code of Federal Regulations 1926.1101—Construction Standard for Asbestos.
 - e. Title 29 Code of Federal Regulations Section 1910.1020—Access to Employee Exposure and Medical Records.
 - f. Title 29 Code of Federal Regulations Section 1910.1200—Hazard Communication.
4. National Institute for Occupational Safety and Health (NIOSH), 42 CFR, Part 84, Respiratory Protective Devices.
 5. American National Standards Institute (ANSI) NY; ANSI Standard Z 88.2-1980 "American National Standards Practice for Respiratory Protection," latest edition.
 6. Oregon Administrative Rules Chapter 340, Division 248, Department of Environmental Quality; Chapter 340, Division 33, Licensing and Certification Requirements.
 7. Oregon Administrative Rules Chapter 437, Divisions 2 and 3.
 8. Oregon Revised Statutes (ORS), Chapters 279C, Certified Asbestos Contractors and Prevailing Wage; 656, Workers Compensation; and 701, Construction Contractors and Contracts.
 9. All related electrical work shall be performed in accordance with the National Electrical Code.
 10. All local ordinances, regulations, or rules pertaining to asbestos, including its storage, transportation, and disposal.

1.4 SUBMITTALS AND NOTICES

- A. Contractors shall submit three bound indexed copies of each submittal package as indicated below.
- B. Contractors shall submit to the architect and environmental consultant the following information prior to beginning work on the project:
 1. **CONTRACTOR'S LICENSE.** Submit proof that the asbestos abatement contractor is currently and for the duration of the project licensed in the state of Oregon to perform asbestos abatement, per ORS Chapter 701, and OAR Chapter 340, Division 248.
 2. **ASBESTOS SUPERVISOR.** Submit the name and resume of the assigned on-site foreman. At minimum, the foreman shall have successfully completed the Department of Environmental Quality (DEQ) asbestos supervisor course as approved by the State of Oregon. Other criteria such as references and similar projects will also be reviewed. At the architect or environmental consultant's request, the contractor shall arrange an oral interview with the assigned on-site foreman. The owner, architect, and the environmental consultant reserve the right to reject the foreman from the work at any time during the project. The contractor shall then assign another on-site foreman for the owner, architect, and environmental consultant's approval as described above.
 3. **INSURANCE CERTIFICATE.** Submit a copy of the certificate of asbestos-specific liability insurance policy.
 4. **WORKER CERTIFICATION.** Submit written proof indicating that all employees impacting asbestos-containing materials are Oregon state certified asbestos workers. Proof shall include photocopies of certificates and a signature from the contractor's principal indicating that all employees assigned to this project have completed such a program.

5. RESPIRATOR PROGRAM. Submit written proof indicating respirator program complies with all parts of OSHA Asbestos Regulations CFR Title 29, Part 1910.134 and 1926.1101, OR-OSHA Chapter 437, 1910.134 and 1926.1101.
 6. MEDICAL PROGRAM. Submit written proof medical exam program complies with OSHA Asbestos Regulations CFR Title 29, Section 1926.1101 and OR-OSHA Chapter 437, 1926.1101.
 7. EMERGENCY PLANS. Submit a written emergency control and cleanup plan to be followed by the contractor in the event of an accidental breach in containment, power failure, and accidental disturbance of ACMs in non-isolated areas.
 8. NOTIFICATION. Submit copy of written notification to DEQ of the proposed asbestos work not fewer than 10 days before work commences on this project.
 9. DISPOSAL PLAN. Submit written proof that all required permits and arrangements regarding the transportation and disposal of asbestos-containing or contaminated materials, supplies, etc. have been obtained. The disposal site must be approved by the EPA and/or DEQ and other responsible agencies.
 10. WORK PLAN. Submit a written "work plan" satisfactory to the architect and environmental consultant describing the schedule for asbestos abatement, decontamination procedures, and plans for construction and location of decontamination enclosure systems, pressure differential exhaust fans, etc. in compliance with these Specifications and applicable regulations, including calculations for determining required number of negative-air filtration units. The plan shall schedule the systematic flow of work throughout the facility per Specifications on a day-by-day basis, outlining room-by-room, or area-by-area procedures and planned alternative control measures. The contractor shall keep close coordination of his work with the architect and environmental consultant.
 11. AIR MONITORING. Submit information pertaining to the proposed Air Monitoring Program for this project, if appropriate. This information shall include the name(s) of the certified industrial hygienist appointed, the name of the on-site industrial hygiene technician working under his supervision, types of equipment, and sampling schedule, sampling procedures, calibration recordkeeping, and testing laboratory proposed.
 12. PRODUCT INFORMATION. Submit complete product information for any materials and products for which the contractor requests approval for use on this job (other than those specified).
 13. EMERGENCY PHONE NUMBER. Submit a local phone number at which the contractor or on-site foreman can be reached on a 24-hour basis during the course of the work.
- C. Contractor shall not begin work until submittals are reviewed and accepted by architect and the environmental consultant. Allow a ten-day review period.
- D. During the work, the contractor shall submit the following to the architect and environmental consultant, on a periodic basis as agreed to by the architect, environmental consultant, and contractor:
1. Waste shipment and disposal documentation.
 2. Air monitoring data.
 3. Notification updates.
- E. Contractor shall submit to the environmental consultant, in writing, all information required above regarding any new asbestos workers hired by, or subcontracted to, the contractor before these new asbestos abatement workers begin work.

- F. Prior to removal of decontamination systems and isolation barriers, the contractor shall obtain specific written permission from the environmental consultant.
- G. Prior to making final application for payment the contractor shall:
 - 1. Complete all work under this contract.
 - 2. Submit to the environmental consultant all required submittals, including all waste shipment records completely filled out and signed.
 - 3. Submit to the owner all payroll reports for work on this contract and other information as described elsewhere in the Specifications, if appropriate, under the contract.
 - 4. Submit to the environmental consultant "as-abated" drawings along with a signed affidavit stating that all asbestos-containing materials have been removed as indicated on the drawings.
- H. See other sections of these Specifications, and EPA, OSHA, and other standards referenced therein, for further information and requirements not included above.

1.5 BUILDING PROTECTION

- A. Building Security and Protection
 - 1. The contractor shall post adequate warning signs at all potential entrances to work areas as required by EPA and OSHA.
 - 2. The contractor shall protect all existing fixed equipment, building finishes that are to remain, and existing systems and functions from damage during the abatement process. Extra precautions are to be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied by the contractor at their expense.
 - 3. Contractor shall clean external surfaces of contaminated containers and equipment thoroughly by wet sponging and HEPA vacuum.
 - 4. Contractor shall maintain access and use of existing fire lanes.

1.6 PERSONAL PROTECTION

- A. Training
 - 1. Prior to commencement of work, contractor shall ensure all workers have been trained as specified.
 - 2. The contractor shall provide and post, in the clean room(s) and the equipment room(s), the decontamination, respirator, and work procedures to be followed by the workers.
- B. Personnel Personal Protective Equipment for Asbestos Removal
 - 1. Work clothes shall consist of disposable full-body coveralls and head and foot covers ("Tyvek" or approved), boots, or sneakers. Eye, hearing, fall protection, and hard hats should be available as appropriate.
 - 2. At minimum, respiratory protection shall be approved by National Institute for Occupational Safety and Health/Mine Safety and Health Administration (NIOSH/MSHA); US Department of Labor; US Department of Health, Education, and Welfare; Centers for Disease Control; and as listed below. Respiratory protection shall provide workers with a maximum calculated fiber level inside the mask of 0.01 f/cc.

- a. Glovebag or modified glovebag: full-face mask, powered air-purifying respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 100.
 - b. Demolition of walls and ceilings that may impact friable asbestos-containing material: half-face mask, negative-pressure respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 10.
 - c. Pre-abatement work in close proximity to friable asbestos-containing materials: half-face mask, negative-pressure respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 10.
 - d. Abatement in isolated areas: full-face mask, powered air-purifying respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 100.
 - e. HEPA vacuuming and wet cleaning of surfaces: half-face mask, negative-pressure respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 10.
 - f. Vinyl asbestos floor tile removal: half-face mask, negative-pressure respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 10.
 - g. Handling of double-bagged asbestos-contaminated waste: half-face mask, negative-pressure respirator with disposable HEPA filter cartridges (magenta/purple color code). Protection factor: 10.
3. Additional respiratory protection shall be as required by CFR 29 1910.134 and 1926.1101, OR-OSHA Chapter 437, 1910.134 and 1926.1101.
 4. As part of the Contractor's Respiratory Protection Program, all workers shall be provided with a selection of brands and sizes of respirators to choose from. At a minimum, all workers shall be qualitatively fit-tested at the time of respirator selection per OR-OSHA Worker's Compensation Department Rule 22-069 (4)(e)(5)(i), and semiannually thereafter.
 5. Contractor shall supply replacement filter cartridges, as required. Cartridges that have become wet or clogged shall be replaced immediately.
- C. Worker Decontamination Enclosure System
1. The contractor shall construct a personnel decontamination facility immediately outside of the isolated work area consisting of three chambers and two air locks as follows:
 - a. The equipment room shall consist of an air lock to the shower room, and a curtained doorway to the work area.
 - b. The shower room shall have two air locks, one to the equipment room and one to the clean room. All showers shall have hot and cold water controllable at the taps and installed in this room. The contractor shall supply and maintain soap, shampoo, and towels at all times in the shower area. Shower wastewater shall be filtered to remove all fibers larger than five microns, or as required by local regulations, before disposal in the municipal sewer system, or shall be collected and disposed of as asbestos-contaminated material. Permits shall be obtained and all water discharge regulations complied with, as required by local municipalities. Water filters shall be disposed of as asbestos-contaminated material.
 - c. The clean room shall consist of an air lock to the shower room and a curtained doorway to the adjacent building area. The clean room shall contain a first aid kit, a place to sit

down, the Worksite Entry Logbook, and storage for workers' and visitors' clothing and shoes. Work, respirator, and decontamination procedures; regulations; and prevailing wage rates shall be conspicuously posted. There shall be a supply of clean, protective clothing, and respirators and cartridges in the clean room at all times.

- d. A monometer measuring pressure differential within and outside the containment shall be installed and remain operable on any containment from the start of abatement work until work is complete, and satisfactory clearance results are obtained. Air pressure within the containment shall remain at or below -0.02 inches of water (compared to ambient air pressure) throughout.
2. Contractor shall not begin asbestos abatement work unless this system is functional, in good repair, and has been found acceptable for specification compliance by the environmental consultant.
- D. Personnel Protection Procedures in Isolated Work Areas
1. Each worker shall, upon entering the jobsite, remove street clothes in the clean change room, put on and fit-test their respirator, put on clean protective clothing, and sign in on the Worksite Entry Logbook before entering the equipment room or the work area.
 2. Workers shall, each time they leave the work area, remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove and dispose of disposable work clothes; remove and store shoes, boots, and other equipment except respirators; still wearing the respirator, proceed to the showers and clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves; remove filters, dispose of filters in the container provided for that purpose, and wash and rinse the inside of the respirator.
 3. Following showering and drying off, each worker shall proceed directly to the clean change room and dress in clean clothes at the end of each day's work or before eating, smoking, or drinking. Before reentering the work area from the clean change room, each worker shall put on his respirator with clean filters, dress in clean protective clothing, and sign in on the Worksite Entry Logbook.
 4. Contaminated work footwear and other equipment shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, footwear shall be disposed of as contaminated waste or cleaned thoroughly inside and out, using soap and water, before removing from work area.
 5. Workers shall not eat, drink, or chew gum at the worksite except in the established clean room. Smoking or using other tobacco products is prohibited.
 6. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos-containing or contaminated material and until final cleanup is completed.
- E. Access to Isolated Work Area by Others
1. Except for emergency personnel, the contractor shall limit access to the work area to authorized visitors.
 2. The contractor shall provide protective clothing, respirators, and equipment for all authorized visitors, as specified above.

3. All authorized visitors shall be subject to the personnel protection provisions specified above, and shall sign in and out on the Worksite Entry Logbook.
- F. Personal Protection during Work in Non-Isolated Work Areas:
1. Work clothes per Section 1.06 B.
 2. Respiratory protection per Section 1.06 B.
 3. Worker protection procedures will differ from Section 1.06 D, in that two layers of coveralls shall be worn after removal of street clothes. Worker decontamination through a Worker decontamination enclosure is required. The first layer of coveralls must be removed when exiting the glovebag work area. The worker shall immediately proceed to the worker decontamination unit. The remaining requirements of Section 1.06 D still apply.
 4. Contractor shall submit to the architect and environmental consultant for approval an emergency control and cleanup plan to be followed in the event of asbestos contamination during glovebag use. Contractor shall ensure all workers are thoroughly familiar with approved plan.
 5. Contractor shall promptly remove all bags as they are used to the bag-holding and decontamination enclosure system.
- G. Emergency Precautions
1. The contractor shall establish emergency and fire exits from the work area. Contractor shall ensure these exits are well marked and remain unobstructed.
 2. The contractor shall be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination.
 3. Contractor shall notify the local fire department of the asbestos abatement project prior to beginning work area preparation.

1.7 SAFETY

With regard to the work of this contract, the safety of the contractor's employees, the owner's employees, and the public is the sole responsibility of the contractor.

1.8 LIABILITY

The contractor is an independent contractor and not an employee of the owner, architect, or the environmental consultant. The owner, architect, and environmental consultant shall have no liability to the contractor, or any third persons, for contractor's failure to faithfully perform and follow the provisions of these Specifications and the requirements of the governing agencies. Notwithstanding the failure of the owner, architect, or the environmental consultant to discover a violation by the contractor of any of the provisions of these Specifications, or to require the contractor to fully perform and follow any of them, shall not constitute a waiver of any of the requirements of these Specifications, which shall remain fully binding upon the contractor.

1.9 DELIVERY

Contractor shall deliver all materials to the worksite in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.

1.10 STORAGE

Contractor shall store all materials subject to damage off the ground, away from wet or damp surfaces, away from heat sources, and under cover sufficient to prevent damage, contamination, or fire.

1.11 PROTECTION

Damaged or deteriorating materials shall not be used and shall be removed from the premises by the contractor. Materials that become contaminated with asbestos shall be disposed of in accordance with the applicable regulations by the contractor.

1.12 SUBCONTRACTORS

Any subcontractors employed by the contractor shall be bound to all the work and safety standards specified elsewhere in this Specification. Subcontractor's personnel shall be fully trained and supervised by the contractor during performance of this work.

1.13 AIR MONITORING BY ABATEMENT CONTRACTOR

- A. An Independent Testing Laboratory shall be retained by the Abatement Contractor. All air-monitoring analysis shall be performed by an Industrial Hygienist. The Industrial Hygienist must be experienced and trained in asbestos sampling and analysis. At a minimum, documentation of prior asbestos sampling and analysis experience, plus satisfactory completion of the NIOSH 582 course or equivalent formal asbestos education, will be required. The laboratory must meet the requirements specified in Section 02 82 13. Air sample collection may be performed by an Industrial Hygienist or the Abatement Contractor's foreman at the Abatement Contractor's option.
- B. Documentation shall be kept for each filter sample procured as to worker sampled, work area location, date, and time taken, volume of air drawn through filter, pump identification number and calibration. Documentation shall indicate in what areas tests were taken and shall clearly indicate the specified maximum allowable fiber levels for each area tested. Submit chain-of-custody records along with all samples.
- C. The samples shall be collected on 25 millimeter (mm) filters and analyzed within 12 hours using the membrane filter method at 400-500x magnification with phase contrast illumination - NIOSH Analytical Method No. 7400 - for laboratory and field analysis. The analyst shall sign and submit permanent records of all samples analyzed directly to the Environmental Consultant. The Independent Testing Laboratory shall seal the unused portion of all filters in airtight containers so that individual samples can be reanalyzed at a later date if necessary. The containers shall be clearly labeled with project name and sample number and shall become property of the Owner at work completion at the Owner's request.
- D. The Abatement Contractor's testing laboratory shall submit sample analysis results to the Environmental Consultant verbally within 18 hours from the time of collection and written within two weeks including chain-of-custody and equipment calibration records.
- E. Abatement Contractor's Sampling During Abatement:
 1. Air monitoring shall be performed to provide samples during the period of asbestos abatement in each work area. Begin sampling when asbestos removal commences. Samples are to be taken where Class I or II work is being conducted during each 8-hour work shift until abatement is complete in that work area or until a negative exposure assessment is established per 29 CFR 1926.1101.

2. The Abatement Contractor shall determine which worker(s) in each work area is probably experiencing the most severe exposure. This is the "Most Contaminated Worker(s)". Eight (8)-hour TWA and 30-minute excursion samples shall be collected on this worker(s). This worker shall wear a personal sampling pump and the sample shall be drawn from the breathing zone of this worker. All other samples are area samples.
 3. The number of air samples collected shall be determined by the Abatement Contractor, and may be altered during the project based on work activity and results.
 4. The maximum allowable fiber levels shall be as determined by the Environmental Consultant based on the respiratory protection being utilized.
- F. Abatement Contractor shall notify the Department of Environmental Quality of air monitoring clearance results as supplied by Environmental Consultant. Notification shall be within 30 days after monitoring procedures were performed in accordance to OAR 340-32-465.

1.14 AIR MONITORING BY OWNER

- A. The Owner will retain an experienced Industrial Hygienist/Environmental Consultant to collect and analyze asbestos air samples. Documentation of sample results will be forwarded to the Abatement Contractor as appropriate to regulatory requirements.
- B. Samples analyzed by phase contrast microscopy (PCM) will use NIOSH Analytical Method No. 7400. Samples analyzed by transmission electron microscopy (TEM) will use either the AHERA methodology, 40 CFR Part 763, or Yamate Level Two.
- C. Owner's Air Sampling During and After Abatement:
 1. Air Sampling Table is to be used as a guide. The Owner's Industrial Hygienist/Environmental Consultant may modify criteria. Modifications to the Maximum Allowable Fiber Count shall be made in writing by the Owner.

Type of Sample	Average Samples per 8-hour Work Shift	Sample Volume--L (Liters [L])	Approximate Flow Rate	Maximum Allowable Fiber Count (f/cc)
HEPA Fan Exhaust	0 or selected units	400-2000 L	2 to 10 LPM	0.01 f/cc
Outside of Work Area	0-5	400-2000 L	2 to 10 LPM	0.01 f/cc or <pre-abatement
Clearance PCM	1-5/work area	800-3000 L	2 to 10 LPM	0.01 f/cc
Clearance TEM	1-5/work area	1200-1800 L	2 to 10 LPM	<70 s/mm ² average

LPM = liters per minute
f/cc = fibers per cubic centimeter
s/mm² = structures per millimeters squared

2. Air sampling for post-abatement work in isolated work areas will use the aggressive sampling method. Use of aggressive sampling in other areas shall be as directed by the Environmental Consultant. Aggressive sampling shall be conducted to assure that fibers remain airborne during sample collection.
3. Analysis of all clearance samples shall be via PCM.
4. The Abatement Contractor shall allow 48 hours for the collection and analysis of final PCM air clearance samples. In addition, the Abatement Contractor must provide at least 24 hours advance notice to the Environmental Consultant for final visual Inspection and clearance air monitoring.
5. The Owner reserves the right to monitor Abatement Contractor's performance via air samples on abatement workers and in the work area in addition to the Abatement Contractor's air monitoring.

1.15 QUALITY ASSURANCE

- A. If, at any time during the work, analysis of an air sample taken by the Abatement Contractor, Owner, or Owner's representative, indicates a fiber count in excess of the allowable maximums specified, the Industrial Hygienist who analyzed the air sample shall immediately notify:
 1. The Abatement Contractor's Foreman
 2. The Environmental Consultant: PBS Engineering and Environmental Inc.
 3. Other workers, employees, occupants, etc. in affected area(s).
- B. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Abatement Contractor shall perform the following steps in the order presented, at no additional cost to the Owner:
 1. Stop abatement work.
 2. Identify source of high fiber counts.
 3. Immediately correct any containment breaches, pressure differential changes or other potential cause, and other concerns with the Environmental Consultant, and the Owner, if the Owner is available. The Environmental Consultant will determine the affected area and affected adjacent areas considered to be contaminated. The Environmental Consultant will determine the actions to be taken by the Abatement Contractor at no additional cost to the Owner.
 - a. Clean the affected area and the affected adjacent areas. Cleaning shall use wet methods and HEPA vacuuming.
 - b. Resample air until fiber counts are determined to be below one half of the specified maximum levels.
 - c. Secure and repair containment barriers, repair or add equipment.
 - d. Modify work procedures, and make other changes determined to be the possible cause of high fiber counts.
 4. Carefully resume work under close air monitoring.

5. The Abatement Contractor shall be responsible for costs of any testing, cleanup, repair, down time loss, etc. that is a result of the Abatement Contractor's negligence, poor maintenance of isolated areas or improper procedures.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Plastic Sheet: Plastic sheet shall be flame-retardant polyethylene material sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be 6-mil.
- B. Plastic Bags: Plastic bags shall be 6-mil polyethylene printed with warning labels per OSHA and EPA regulations.
- C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic; attaching plastic sheet to finished or unfinished surfaces of dissimilar materials; and adhering under dry and wet conditions, including use of amended water. Minimum of 2-inch-wide tape must be used.
- D. Disposal Containers: Disposal containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA and EPA regulations. Containers must be both airtight and watertight, and have hard top, bottom, and sides.
- E. Warning Labels and Signs: Warning labels and signs shall be posted as required by OR-OSHA, ODOT, and DEQ regulations.
- F. Amended Water: Clean potable water containing a surfactant additive. The surfactant additive shall be 50 percent polyoxyethylene ether and 50 percent polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to five gallons of water, or as recommended by the manufacturer in the case of an equivalent.
- G. Encapsulants (Sealants): Encapsulants shall be of the bridging or penetrating variety and shall be listed as "satisfactory" by the EPA. Encapsulants shall provide a suitable substrate bonding agent for application of new material where appropriate. Penetrating Encapsulant: No. 207 Special Sealer #33775-27A as manufactured by Makus-Cincinnatus, Inc.; "Asbestop 30B-2" as manufactured by Asbesco Corp.; "Cable Coating 22-P" as manufactured by American Coatings Corp., or approved. Bridging Encapsulant: Decadex Firecheck, manufacturer's standard color "Magnolia," as manufactured by Pentagon Plastics, Inc.; "Cable Coating 2-B," manufacturer's standard color gray, as manufactured by American Coatings Corp.; or approved.
- H. Rewettable Lagging Cloth: Twelve ounce glass fabric lagging cloth saturated with dried lagging adhesive. "Dip-Lag" as manufactured by Claremont Co. or approved.
- I. Enclosure: Protective plastic jacketing systems, framed gypsum board enclosures, suspended ceilings or other materials as specified elsewhere.
- J. Other Materials: Provide all other materials such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area, and the barriers that isolate the work area, and as required to complete the work, as specified.

2.2 TOOLS AND EQUIPMENT

- A. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

- B. Air-Purifying Equipment: Air-purifying equipment shall consist of high-efficiency particulate air (HEPA) filtration systems. No air movement system or air equipment shall discharge asbestos fibers outside the work area. Each unit shall be capable of variable volume from a minimum of 500 cubic feet per minute (CFM) to at least 1700 CFM under load and shall have at least two stages of pre-filtration ahead of the HEPA final filter. Each unit shall be overload protected, and equipped with an elapsed time indicator (hour meter), static pressure gauge with low flow alarm, and heat and smoke sensors that visually and audibly warn workers and shut unit fan down within 30 seconds. The units shall be: Micro-Trap Portable Air Filtration System manufactured by Asbestos Control Technology, Inc., "HOG 2000" Negative-air Protection System manufactured by Control Resource Systems, or approved.
- C. Pressure Differential Monitoring Equipment: A combination sensing, alarm, and recording device shall be in operation at all times during use of the HEPA air-purifying equipment. The unit shall be a "Neg-A-Master," manufactured by Control Resource Systems, Inc., or approved.
- D. Water-purifying Equipment: Water-purifying equipment shall be capable of removing all fibers longer than five microns, or as required by local regulations, from water used in abatement work and decontamination showers. Control Resource Systems, Inc. "AQUA-HOG" or approved.
- E. Airless Sprayer: An airless sprayer, suitable for application of penetrating encapsulant material, shall be used.
- F. Vacuum Equipment: All vacuum equipment used in the work area shall be High-efficiency Particulate Air (HEPA) equipment, and suitable for wet/dry usage.
- G. Scaffolding: Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations. All special scaffolding shall have drawings and calculations stamped and signed by a civil or structural engineer registered in the state of Oregon.
- H. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. Equipment shall have a hard top, bottom, and sides. If equipment is rented, notify rental agency in advance, in writing, of intended use of equipment.
- I. Electrical: Electrical tools, equipment, and lighting shall meet all applicable codes and regulations. Ground fault protection as required by OSHA, shall be in effect at all times. Contractor shall take all additional precautions and measures necessary to ensure a safe working environment during wet removal.
- J. Glovebags: Bags shall be clean poly bags seamless at the bottom, with pre-printed asbestos warning labels, 6-mil PVC with attached TYVEK arms, and latex gloves. Bags shall be Profo' Bag manufactured by Asbestos Control Technology, Inc., or Asbest'O'Saf/SAC by Control Resource Systems, Inc., or approved.
- K. Remote Filter Housing: Stainless steel housing shall have pre-filters and HEPA filter sealed to cabinet flanges by Century Equipment "Advance Guard II" or approved equal.
- L. Other Tools and Equipment: Other suitable tools shall be provided for the removal, enclosure, encapsulation, patching, and disposal activities including, but not limited to, hand-held scrapers, wire brushes, sponges, and rounded-edge shovels.

PART 3 EXECUTION

3.1 FULL ISOLATION WORK AREA PREPARATION

- A. Contractor shall perform the following isolation procedures in the order in which they are presented. Any alternative control measures considered for Class I/II work shall be performed in accordance with 29 CFR 1926.1101.
1. Shut down, remove filters, and isolate HVAC systems to prevent contamination and fiber dispersal. Coordinate with building users and CMGC prior to shutdown.
 2. Coordinate all electrical, safety, and other service connections, requirements and equipment with the CMGC. Use a journeyman electrician at a minimum. It is the contractor's responsibility to verify operation of systems that will be shut off during abatement. If any system is found to be defective or not operating satisfactorily, the contractor shall notify the CMGC or environmental consultant in writing prior to shutoff.
 3. Install critical barriers as follows: seal off all openings including, but not limited to, doorways, windows, and other penetrations of the work area with solid critical barriers except openings left for HEPA air-purification system, which shall be properly HEPA-filtered. Where doors exist, sealing may be done by closing door, sealing with tape on both sides, and then covering both sides with two layers of plastic sheeting.
 4. Pre-clean movable objects, such as furniture and equipment to be removed (and carpeting), within the proposed work areas using HEPA-filtered vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work areas to a temporary location, or consolidate such objects away from removal work and enclose with critical barriers.
 5. Pre-clean fixed objects within the proposed work areas using HEPA-filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with critical barriers. Equipment that must continue operating shall be enclosed and ventilated to avoid damage.
 6. Set up the worker decontamination enclosure system (decon). Once this system is installed and abatement commences, it shall be used in the specified manner for the ingress and egress of all personnel and equipment, except in emergency situations. All personnel shall sign the Worksite Entry Logbook each time they pass in or out of the decontamination enclosure.
 7. Install HEPA air-purifying equipment pressure differential fan system so as to ensure lower static pressure in the isolated work area than in surrounding areas, a flow of air through all parts of the isolated work area towards the air-purifying equipment, and minimum air contamination levels at abatement worker breathing zones. Discharge from air-purifying equipment shall be ducted outside the building. Use one or more units of capacity as recommended by the manufacturer for the volume of the isolated work area, but in no case shall airflow be less than six air changes every 60 minutes with a minimum pressure differential of 0.02 inches wg between the work area and the decon clean room.
 8. Cover floor and wall surfaces with plastic sheeting sealed with tape. Cover floors first so that plastic extends at least 12 inches up on walls, then cover walls with plastic sheeting to overlap floor plastic by a minimum of 24 inches, thus overlapping the horizontal floor material by a minimum of 12 inches. Install additional layer of plastic sheeting on floor and walls in similar manner. Contractor may use mechanical fastening techniques, such as tack strips, as necessary to secure wall plastic sheeting. Contractor shall repair any damage resulting from mechanical fasteners.

9. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the local building or fire department officials. Ensure that all exits remain unobstructed and well marked.
 10. Adequate portable fire extinguishing equipment shall be maintained within work area as defined by OSHA and/or local fire department officials.
- B. No asbestos abatement work shall occur unless the work area isolation has been found acceptable for Specification compliance by the environmental consultant.
- C. Isolated work area enclosure system maintenance. The contractor shall be responsible for daily documentation of the following:
1. Prior to the first use, and at the beginning of each shift during abatement work, containments shall be given a complete visual inspection by the contractor's shift foreman and industrial hygienist. Inspection shall include the HEPA air-purification system and associated filters. A smoke tube test by the shift foreman shall then be made of the worker decontamination enclosure system and other critical areas to verify that the isolated area is under negative air pressure. Work shall not begin until all defects have been repaired.
 2. Periodic inspections shall be made, as required, during each shift to assure continued proper functioning of the containment and HEPA system.

3.2 NON-ISOLATED WORK AREA PREPARATION

- A. Contractor shall perform the following procedures in the order in which they are presented and describe procedures for glovebag work and other work in non-isolated work areas. Any alternative control measures considered for Class II work shall be performed in accordance with 29 CFR 1926.1101.
1. Shut down heating, ventilation, and air conditioning (HVAC) systems. Coordinate with building users and the CMGC prior to shutdown.
 2. Restrict access to work area and post warning signs. Do not perform glovebag work or any abatement work in an occupied area.
 3. Completely pre-clean entire work area using HEPA vacuum equipment or wet cleaning methods.
 4. Set up the worker decontamination enclosure system. Once this system is installed and abatement commences, it shall be used in the specified manner for the ingress and egress of all personnel, except in emergency situations. All personnel shall sign the Worksite Entry Logbook each time they pass in or out of the decontamination enclosure.
 5. At the direction of the environmental consultant, install HEPA exhaust fan in work area. Duct fan intake to immediate area of work in such a manner that any fibers released will be drawn away from the worker and into intake duct.
 6. Cover floor and other surfaces below work area with 6-mil plastic sheeting. Seal openings and install curtained doorways and air locks as directed by the environmental consultant.
 7. Have emergency cleanup equipment and supplies, including HEPA vacuum, amended water, disposal bags, mop, buckets, towels, and sponges on hand prior to start of abatement work.
- B. No asbestos abatement work shall occur unless the work area has been found acceptable for Specification compliance by the environmental consultant or industrial hygiene technician.

3.3 REMOVAL OF ASBESTOS-CONTAINING MATERIALS IN FULL ISOLATION WORK AREAS

- A. Contractor shall isolate work area as specified.
- B. Remove all asbestos-containing vinyl floor tile as Class 1 friable asbestos removal.
 - 1. Contractor shall spray the asbestos material with amended water. A fine spray of this solution shall be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos shall be sufficiently saturated to prevent emission of airborne fibers in excess of specified fiber levels.
 - 2. Contractor shall remove asbestos material while damp and pack it in sealable containers. Containers shall be moved to bag load out facility or equipment room in the worker decontamination system.
 - 3. Contractor shall collect all water used in the removal and cleaning process and dispose of as contaminated waste or filter to remove all fibers more than five microns in length before disposal in the municipal sewer system, or as required by local regulations. Water filters shall be disposed of as asbestos-contaminated material.
- C. All wooden subfloor associated with asbestos-containing mastic shall be wholly removed and disposed of as asbestos waste in accordance with section 3.9, Disposal.
- D. Contractor shall maintain a safe and uncluttered work area, worker decontamination system, and bag load out facility on a daily basis.

3.4 REMOVAL OF ASBESTOS-CONTAINING MATERIALS IN NON-ISOLATED AREAS

- A. Contractor shall apply spray coat of amended water to material to be removed; material shall be kept damp during entire removal process.
- B. Glovebag work shall be as follows. All removal using the glovebag method shall be performed strictly according to regulations, manufacturer's printed instructions, and as demonstrated by the manufacturer's representative or as further specified in this section. Workers are not to smoke or wear hand or wrist jewelry while using glovebags.
 - 1. Contractor shall install port for hose of HEPA vacuum to create reduced pressure inside glovebag. Installing of fresh air intake and/or bridging to prevent collapse of bag are acceptable. Reduced pressure shall be maintained throughout entire abatement procedure.
 - 2. During the removal phase, contractor shall use amended water to reduce potential for airborne fibers.
 - 3. Contractor shall seal flap if used and, using a HEPA vacuum, remove all contaminated air in the upper chamber.
 - 4. Contractor shall promptly double-bag the glovebag after removal is complete, place it into a sealed container, and remove to the bag holding enclosure.
- C. Exterior door and window caulking shall be removed using the following methods:
 - 1. Caulking shall be removed in a non-friable state. Caulking that is determined to be friable or which is rendered friable during the abatement process shall be removed using either containment or glovebag methods.
 - 2. The contractor shall utilize wet methods during removal and packaging for disposal.

3. The contractor may utilize a heat gun if at any time the caulking has the potential to become friable during removal.
4. The contractor shall have HEPA vacuums available and shall use them during removal.
5. The use of abrasive or mechanical methods to remove the caulking is prohibited.
6. Burning or blistering of the caulk with excessive heat by the heat gun is prohibited.
7. All asbestos-containing caulk and building components with residual asbestos caulk shall be disposed of as asbestos-containing waste as specified below.

3.5 CLEANUP IN FULL ISOLATION WORK AREAS

- A. At the conclusion of removal in the isolated work area, conduct cleanup in the sequence described below. Windows, doors, HVAC vents, etc. shall remain sealed and HEPA-filtered pressure differential fan systems shall remain in service.
 1. REMOVE MATERIAL AND EQUIPMENT. Contractor shall remove visible accumulations of material and debris (including filters removed from HVAC equipment and HEPA air-purification equipment). Contractor shall include all sealed containers and equipment used in the work area in the cleanup, and remove them from work area after decontamination of outer surfaces.
 2. FIRST CLEAN. Contractor shall clean all surfaces in the work area and any other contaminated areas with water and/or with HEPA-filtered vacuum equipment.
 3. WAIT 24 HOURS. After the first cleaning of the work area, wait 24 hours to allow for settlement of dust. During this settling period, no entry to the work area shall be allowed.
 4. SECOND CLEAN. Wet-clean or clean with HEPA-filtered vacuum equipment all surfaces in the work area. After completion of the second cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible debris.
 5. VISUAL INSPECTION. Prior to application of post-removal encapsulant, contact the environmental consultant for a visual observation of the work area. The work area shall be free of visible debris. Observation by the consultant does not alleviate the contractor of responsibility to provide work in compliance with Specifications. Contractor shall contact environmental consultant at least 24 hours prior to desired inspection time.
 6. REMOVE PLASTIC SHEETING. After visual observation by the consultant, contractor shall apply a coat of approved encapsulant to all surfaces in the work area where asbestos has been removed and to disposable plastic sheeting as a post-removal encapsulant. Encapsulant application shall follow all applicable manufacturer's recommendations and shall provide a compatible bonding agent for application of new material.
 7. FINAL CLEAN. After the encapsulation is complete, the contractor shall remove all noncritical plastic and clean all floors, walls, fixtures, and other surfaces within the work area with only critical barriers in place using wet methods or HEPA-filtered vacuum equipment. Plastic sheeting over carpets may remain in place.
 8. CONTACT ENVIRONMENTAL CONSULTANT. Contact the environmental consultant for a visual observation of the work area. The work area shall be free of visible debris. Observation by the consultant does not alleviate the contractor of responsibility to provide work in compliance with Specifications. Contractor shall contact environmental consultant at least 24 hours prior to

desired inspection time. Consultant shall conduct final air monitoring as specified after work area has been allowed sufficient time to dry.

9. **TEARDOWN.** When the final observation by the environmental consultant and air sampling test results are satisfactory, the contractor shall then remove the decontamination systems and remaining barriers.
10. **DISPOSAL.** Contractor shall properly dispose of all waste materials. All polyethylene material, tape, cleaning material, and contaminated clothing shall be double-bagged, sealed, and labeled as described above for asbestos waste material.

3.6 CLEANUP IN NON-ISOLATED WORK AREAS

- A. **FIRST CLEAN.** Contractor shall remove visible accumulations of asbestos material and debris. All surfaces shall be cleaned within the affected work area. Cleaning shall be with amended water and/or HEPA-filtered vacuum equipment. In a large open area, the affected work area shall include the immediate work area and an area that encompasses at least 6 feet in all directions or as defined by the environmental consultant. In small work areas, the affected work area shall include the entire room.
- B. **AFFECTED AREA.** The affected work area may be further defined in the scope of work by the environmental consultant. During the work, high fiber levels, as indicated by air monitoring results, may increase the area to be cleaned. The increase in the affected area due to high fiber levels or other indications of fiber dispersal will be defined by the environmental consultant, and the contractor shall bear all costs of additional cleaning.
- C. **VISUAL INSPECTION.** After completion of the cleaning operation, the environmental consultant shall perform a visual observation of the affected work area to ensure that the affected work area is free of visible dust and debris. Observation by the consultant does not alleviate the contractor of responsibility to provide work in compliance with Specifications. Contractor shall contact environmental consultant at least 24 hours prior to desired inspection time.
- D. **ENCAPSULANT.** After visual observation by the environmental consultant, contractor shall spray-apply encapsulant to the material substrate, all temporary plastic sheeting, and other temporary protective materials.
- E. **CLEARANCE SAMPLING.** Post-abatement air sampling shall be at the discretion of the Environmental Consultant and will be determined by the ongoing sample results.
- F. **TEARDOWN.** When the final observation by the environmental consultant and air sampling test results (if required) are satisfactory, the temporary plastic sheeting and other temporary protective materials shall be removed by the contractor.
- G. **DISPOSAL.** Contractor shall properly dispose of all waste materials, all polyethylene material, tape, and cleaning material, and contaminated clothing shall be double-bagged, sealed, and labeled as described for asbestos waste material.

3.7 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

- A. When cleanup is complete, contractor shall:
 1. Relocate objects moved to temporary locations in the course of the work to their former positions. Coordinate with the CMGC.

2. Clean, repair and/or repaint all surfaces soiled, discolored, or damaged by removal of tape, adhesive, or other work of this contract to match existing surfaces. The contractor shall bear all costs associated with damage incurred during the abatement, which includes, but is not limited to, perimeter plaster walls, wall murals, windows, and mullions
3. If the contractor uses caulking to seal cracks in concrete floor, the caulking must be removed to architect's satisfaction at completion of project.
4. Return mechanical, electrical, and other systems shut down by the contractor to complete and functional operation.
5. Re-secure objects removed in the course of work in their former positions, including air dampers in plenums, and adjust for proper operation.
6. Clean, repair and/or repaint all surfaces soiled, discolored, or damaged by removal of tape, adhesive, or other work of this contract to match adjacent surfaces.

3.8 DISPOSAL

- A. Contractor shall affix warning labels having waterproof print and permanent adhesive to the lid and sides of all containers. Warning labels shall be conspicuous and legible, and contain the following words:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
AVOID BREATHING AIRBORNE ASBESTOS FIBERS**

- B. The contractor shall determine current waste handling, transportation, and disposal regulations for the work site and for each waste disposal landfill. The contractor must comply with these regulations and all US Department of Transportation, DEQ, and EPA requirements. Double-bagged material in containers shall be delivered to the pre-designated disposal site for burial. Labels and all necessary signs shall be in accordance with DEQ and OSHA standards.
- C. Contractor shall remove decontaminated containers from the site as soon as possible. Notify disposal site in advance of delivery of material to assure immediate burial of containers.
- D. If the bags are broken or damaged, or the container is contaminated, the contractor shall clean and decontaminate the entire container for reuse.
- E. Contractor shall submit three copies of written proof of disposal at approved disposal site to the environmental consultant prior to completion of the abatement work specified in this section. Use copies of the DEQ Waste Shipment Record ASN-4, completely filled out and signed, and accompanied by tickets and/or receipts from disposal site.

END OF SECTION

Exhibit A.10 - Equity Objectives

Project: Webster Rd - Based on Estimate #2

Date: 4/8/2021

Division	Scope	Buy up Opportunity	Current % Confirmed	Figured Select Bid %	Possible %	Buy Up %
1	GC's					
1	Cleaning		0.3%	0.0%	0.0%	0.0%
2	Abatement & Demo		5.5%	0.0%	0.0%	0.0%
2	Earthwork			0.0%	0.0%	0.0%
2	Landscaping		1.6%	0.0%	0.0%	0.0%
2	Striping			0.0%	0.1%	0.0%
2	Paving			0.0%	0.4%	0.0%
2	Site Concrete			0.0%	1.7%	0.0%
3	CIP Concrete			0.0%	0.0%	0.0%
4	Brick			0.0%	0.0%	0.0%
5	Steel			0.0%	0.0%	0.0%
6	Siding		2.1%	0.0%	0.0%	0.0%
7	WRB/Window Install		0.6%	0.0%	0.0%	0.0%
7	Waterproofing			0.0%	0.0%	0.0%
7	Insulation		0.4%	0.0%	0.0%	0.0%
7	Sheet Metal			0.0%	0.0%	0.0%
7	Roofing			0.0%	0.0%	0.0%
8	Doors and Hardware		1.5%	0.0%	0.0%	0.0%
9	Drywall		3.0%	0.0%	0.0%	0.0%
9	Flooring, Tile & Plam		1.4%	0.0%	0.0%	0.0%
9	Painting		1.2%	0.0%	0.0%	0.0%
10	Accessories		0.8%	0.0%	0.0%	0.0%
10	Signage		0.1%	0.0%	0.0%	0.0%
10	Metal Shelving			0.0%	0.0%	0.0%
12	Cabinets			0.0%	0.0%	0.0%
12	Window Coverings			0.2%	0.0%	0.0%
15	Fire Protection			0.0%	0.0%	0.0%
15	Plumbing	\$ -	1.6%	0.0%	0.0%	0.0%
15	HVAC	\$ -	1.5%	0.0%	0.0%	0.0%
15	Louvers			0.0%	0.0%	0.0%
16	Electrical / LV			0.0%	0.0%	0.0%
Totals			21.59%	0.23%	2.18%	0.00%
Total - Current + Select			21.8%			
Total - Current + Select + Possible			24.0%			
Total - All			24.0%			



WALSH
CONSTRUCTION CO.

BUILDING VALUE | www.walshconstruction.com

Contracting Plan– VERSION 3
Webster Road

Oct 20, 2020

Table of Contents

- 1) **Contracting Plan**
- 2) **Procurement**
- 3) **Long Lead Items**
- 4) **Target Business Participation Plan**

1.) CONTRACTING PLAN

The Walsh Construction Co./OR Contracting Plan consists of the procurement methods that will be implemented to meet Housing Authority of Clackamas County’s goals for Target Business participation and workforce participation.

The Webster Road project contains some scopes that can’t be targeted businesses. Knowing that we do not have all 16 divisions of work to obtain target business participation we will craft the best plan to maximize the participation while providing the most competitive pricing.

Based on the rehabilitation nature of this project and the scopes included within the project work, it will be a challenge to reach the participation goals. The MEP Design Build nature of this project adds additional challenges to ensure that the project has subcontractors that can not only perform the design-build but also ensuring at least one or two of them is a qualified targeted firm.

Update 10/20/20 – Buy-up options to include an DMWESB Plumber and/or Mechanical subcontractor has been rejected and we are starting design with all non-DMWESB MEPS. Please note it will be very unlikely to reach aspirational goal of 30

The goals are:

- **DMWESB Targeted Business Participation – 20% Baseline Goal / 30% Aspirational Goal**

Understanding that this project will be challenged to maximize the participation of Target Businesses, Walsh Construction Ca./OR has created this Contracting Plan to guide the project team toward Housing Authority of Clackamos County’s 20% participation baseline goal while pushing for the higher goal of 30%. Update 10/20/20 – Please note it will be very unlikely to reach aspirational goal of 30% without buying up Plumbing or Mechanical scopes.

- **Section 3 business participation**

PORTLAND, OREGON
2905 SW 1st Ave. Portland, OR 97201
☎ 503.222.4375 | 📠 503.274.7676
ORCCB147267/WALSHCC962LD

SEATTLE, WASHINGTON
315 5th Ave South, Suite 600, Seattle, WA 98104
☎ 206.547.4008 | 📠 206.547.3804
WALSHCC99001

TACOMA, WASHINGTON
301 S 28th St. Tacoma, WA 98402
☎ 253.572.4245
WALSHCC99001



Four methods of procurement will be used and are described as follows:

I. Public Bidding

Walsh Construction Co./OR will use a public bid process to procure the majority of the work. In our effort to reinforce our commitment to maximize target business participation and to ensure a diversified workforce, we will use a bid rating system in the public bidding. Bids will be evaluated on a formula as follows:

1	Bid Price	MAX POINTS 95 points
2	DBE/MBE/WBE/ESB a Registered DBE/MBE/WBE/ESB OR b Registered DBE/MBE/WBE/ESB 2nd tier subs or suppliers	5 points
3	Registered Section 3 Business	Up to 10% off Bid Price Factored in Item 1 Above

Proposals will be scored as follows:

- 1.) Price
Low Proposer will be awarded 90 points. Points for higher bids will be reduced by the percentage that the higher bid is above the low bid. If the low bid is \$100 and the higher bid is \$105, the score for the higher bid would be reduced by 5%, the percentage that the higher bid exceeds the low bid, or 4.5 points for a final point allocation of 85.5 points.
- 2.) DBE/MBE/WBE/ESB
 - a. If a Proposer is a registered DBE/MBE/WBE/ESB, the Proposer gets 5 points
 - b. If a proposer is not an DBE/MBE/WBE/ESB*, to the extent that suppliers or second tier subcontractors are registered DBE/MBE/WBE/ESB firms, up to five (5) points may be awarded. Proposers are to list their DBE/MBE/WBE/ESB second tier subcontractors and suppliers on the bid form. The percent of dollar second tier subcontract and supplier amounts to the total first tier subcontract amount will be multiplied by five to determine the final point allocation.

*Note: If DBE/MBE/WBE/ESB Status is "Yes", then no points are awarded for second tier DBE/MBE/WBE/ESB participation.



3.) Section 3

If a Proposer is a registered Section 3 business, their responsible and responsive bid total will have a percentage or maximum lump sum deducted from a bidder's overall bid amount as listed below.

- a. When the lowest responsive bid is less than \$100,000 = 10% or \$9,000 maximum
- b. When the lowest responsive bid is \$100,000 but less than \$200,000 = 9% or \$16,000 maximum
- c. When the lowest responsive bid is \$200,000 but less than \$300,000 = 8% or \$21,000 maximum
- d. When the lowest responsive bid is \$300,000 but less than \$400,000 = 7% or \$24,000 maximum
- e. When the lowest responsive bid is \$400,000 but less than \$500,000 = 6% or \$25,000 maximum
- f. When the lowest responsive bid is \$500,000 but less than \$1 million = 5% or \$40,000 maximum
- g. When the lowest responsive bid is \$1 million but less than \$2 million = 4% or \$60,000 maximum
- h. When the lowest responsive bid is \$2 million but less than \$4 million = 3% or \$80,000 maximum
- i. When the lowest responsive bid is \$4 million but less than \$7 million = 2% or \$105,000 maximum
- j. When the lowest responsive bid is \$7 million or more = 1.5% with no dollar limit

These percentage reductions will be reduced from the overall Bid total as submitted on the Bid Form.

Selection

Walsh Construction Co./OR will award the bid to the company with the most points and who is responsible and responsive to the bid documents. If the apparent high point scoring subcontractor is deemed non-responsive, Walsh will move to the next highest point total bidder to consult and verify scope. This process will continue until the work is awarded.

II. Negotiated With Qualified Subcontractors

Based on the 20% targeted business participation requirements of the project and the higher goal of 30%, Walsh Construction Co./OR does not feel the low bid process will produce the required percentage of subcontractors and suppliers. Therefore, the project will need to target qualified subcontractors for major portions of the work scope. For this type of procurement Walsh Construction Co./OR / will again work with Housing Authority of Clackamas County to investigate and target pools of the most qualified subcontractors to perform the work at a competitive price. On Webster Road we feel negotiating the following scopes is appropriate.

- Vinyl Windows (Supply) – VPI (Sole Sourced)
- Skylights (Sole Sourced)
- Tile*
- Site Furnishings (Sole Sourced)



Already Selected as of 10/20/20

- Abatement – PMG^
- Fire Sprinkler – Crown Fire
- Plumbing – Tapani Plumbing~, 2nd tier^
- HVAC – American Heating~, 2nd tier^
- Electrical – Advanced Electric
- Low Voltage – Point Monitor

^DMWESB Specific Subcontractor

*Section 3 Specific Subcontractor

~Rejected buy-up for DMWESB firm.

Walsh Construction Co./OR also proposes to team up subcontractors and suppliers outside of the target groups with members of the targeted groups to both ensure the work can be completed, as well as grow the targeted businesses to be able to perform larger contracts in the future.

Walsh Construction Co./OR does not envision using this procedure for any other scopes at this time, however Walsh Construction Co./OR reserves the option to revise that opinion in future should it prove advantageous to the project goals.

III. Select Bid / Work Packages

When there exist scopes of work that have a deep pool of subcontractors that are all registered target businesses, we will want to use the Select Bid method of procurement. This will be a competitive process, with 3-5 qualified subcontractors using the project documents, obtaining pricing and commitment to using a diversified workforce. The point system described in the public bidding section above will be the basis for awarding the work. The list below are scopes that are advantageous to select bid on Webster Road:

- Asbestos Abatement
- Final Clean
- Striping
- Landscaping
- Painting
- Specialty Supply
- Signage
- Window Treatments
- Plumbing
- Mechanical



IV. Self-Perform

The last method for contracting work under this contract is self-performing certain portions of the work. Self perform work allows us to perform scopes of work that are more difficult to obtain competitive bids, allows us to perform the work in a more controlled safety environment, maintain the project schedule, and ensure a quality project.

Walsh Construction Co./OR is requesting to self-perform the following on Webster Road:

- Misc. Rough Carpentry
- Misc. Finish Carpentry
- Cast in Place Concrete

Summary

These procurement methods make up our Contracting Plan. Once we complete our Estimate we will provide a large spreadsheet that incorporates the current project budget and scope of work so that we can plan, monitor and track all of the goals listed above.

The Contracting Plan will continue to be updated throughout the project and will detail specifics as to how individual procurements are accomplished.

2.) PROCUREMENT

Procurement of Work / Bid Releases

Bid Release 1 – Abatement and Design-Build MEP (Fire Suppression / Mechanical / Plumbing / Electrical & Low Voltage)

Negotiated – Vinyl Windows (Supply), Skylights (Supply), Tile, Specialty Supply, Site Furnishings

Bid Release 2 – Select and Low Bid Release



1. **Bid Release 1 – Early Bids**

Bid period – Pricing Set Drawings/Specifications
Re-bid period (Plumbing & Mechanical)

July 29, 2020 to Aug 26, 2020
Sept 9, 2020 to Oct 12, 2020

Approximate Intent to Award Announced
Re-bid Intent to Award Announced

August 28, 2020
Oct 20, 2020

Approximate work period

November 2020 thru Final Completion

Requests for Early Bids - WCC proposes to solicit Early Bids from the subcontractors for the following trades:

- Abatement & Demolition^ – Select Bid to DMWESB Firms Only
- Fire Suppression Design-Build – Low Bid per Scoring
- Plumbing Design-Build^ – Select Bid to DMWESB Firms Only
 - Re-bid to non-DMWESB Firms in Sept/Oct 2020. Awarded to non-certified firm. Rejected buy-up option for Plumbing certified firm was rejected
- Mechanical Design-Build^ – Select Bid to DMWESB Firms Only
 - Re-bid to non-DMWESB Firms in Sept/Oct 2020. Awarded to non-certified firm. Buy-up option for Mechanical certified firm was rejected
- Electrical and Low Voltage Design-Build – Low Bid per Scoring

We feel it prudent to bid these scopes early to ensure that we have the subcontractors on board early in order to better control the following items:

- Start MEP designs in time for submission for permit
- Ability to start abatement work prior to final bidding & GMP being completed
- Maximize DMWESB
- Ensuring we lock in subcontractors for the scheduled work
- Subcontractor feedback during final phase of design
- Constructability issues
- VE efforts
- Controlling change orders
- Controlling schedule

We would negotiate the scope and their contract. Our goal would be to select subcontractors that are either a Target Business (DMWESB or Section 3) and are qualified to do this type of work (Scopes with a ^ (DMWESB) or * (Section 3) above) or would provide the project a benefit by having on board earlier in the process due to complex nature of project.



2. **Negotiated Scopes**

Present Negotiated Bid Scopes to HACC

Aug 21, 2020

Approximate work period

April 2021 through completion

Webster Road Negotiated Bid Scopes:

- Vinyl Windows (Supply) – VPI – Sole Sourced
- Skylights (Supply) – Sole Sourced
- Tile*
- Site Furnishings (Sole Sourced)

We feel it prudent to negotiate the scopes listed above prior to the bid phase in order to better control the following items:

- Maximize DMWESB & Section 3
- Controlling change orders
- Controlling schedule
- Ensuring sole-sourced specified suppliers are on-board
- Locking in sub/suppliers early

We would negotiate the scope and their contract. Our goal would be to select subcontractors that are either a Target Business (DMWESB or Section 3) and are qualified to do this type of work (Scopes with a ^ (DMWESB) or * (Section 3) above) or would provide the project a benefit by having on board earlier in the process due to complex nature of project.

3. **Bid Release 2 – Select and Low Bid Scopes**

Bid Period – Bid Set Drawings/Specifications

Jan 6, 2021 to Feb 10, 2021

Approximate Intent to Award Announced

Feb 24, 2021

Approximate work period

April 2021 thru Completion

Select Bid Scopes

- ~~Asbestos Abatement – Previously Bid~~
- Final Clean (moved to Low Bid per 10/20/20 OAC discussion)
- Striping
- Landscaping (moved to Low Bid per 10/20/20 OAC discussion)
- Painting



- Specialty supply
- Signage
- Window Treatments
- ~~Plumbing – Previously Bid~~
- ~~Mechanical – Previously Bid~~

All of the scopes of work in these packages can be select bid to a grouping of target businesses only. Walsh Construction Co./OR will prepare an independent estimate for the work. The Walsh Construction Co./OR estimate will be used as a baseline to evaluate the select bid pricing.

If the estimates received from the select bidders do not fall within a reasonable range of the Walsh Construction Co./OR estimate or industry standard the bids will be thrown out. If this occurs Walsh Construction Co./OR will re-bid the work.

Low Bid Scopes

- Asphalt Paving
- Earthwork & Site Utilities
- WRB, Window Install & Siding
- Insulation
- Roofing
- Waterproofing
- Joint Sealants
- Wood & Metal Doors/Frames and Hardware (Supply)
- Flooring
- Casework
- Countertops
- Appliances
- Site Concrete – per OAC 10/20/20
- Drywall – per OAC 10/20/20

***As discussed at 10/20/20 OAC that while moving Site Concrete and Drywall to Low Bid Scopes may result in better bid results and participation, it does not guarantee that we can count on DMWESB participation for these scopes. Due to this the project could be at risk of not hitting the 20% goal.

Self-Performed Scopes

- Misc. Rough Carpentry
- Misc. Finish Carpentry
- Cast-In-Place Concrete

This page will be updated and tracked through the design, bidding and award phase.



3.) LONG LEAD ITEMS

Due to the timing of the Webster Road project we don't believe it will be necessary to procure any items prior to the start of construction but reserve our right to notify Housing Authority of Clackamas County if this changes based on design or subcontractor feedback.

The only materials that may need to be purchased early are:

- Vinyl Windows
- Skylights
- MEP Equipment

We will prepare whatever documentation is required to get prior approvals from Housing Authority of Clackamas County to pre-order these materials, if in fact we need to order this early.

4.) TARGET BUSINESS PARTICIPATION PLAN

Contracting Plan for Economic Participation

The Webster Road project will be challenged to maximize the participation of Target Businesses. The rehabilitation nature of the project will make it challenging to engage the full Target Business community.

With this in mind, we plan to increase focus on using Target Businesses as sub-tier subcontractors and suppliers.

In order to ensure maximum participation of qualified Target Businesses we propose the following:

- We will continually update our comprehensive bidders list and solicit input from various groups/individuals for additional Target Businesses we can contact directly. Our contacts include:
 - Walsh Construction Co./OR DMWESB list
 - ODOT State Certified DMWESB list
 - Oregon Association of Minority Entrepreneurs (OAME)
 - HUB Zone and SBA 8 (a) firms from the Small Business Administration
 - Section 3 Businesses
 - Portland Development Commission
 - Sheltered Market Program



- Oregon Tradeswomen
- Portland Youth Builders
- Input from community/business groups

- In addition, we will:
 - Advertise subcontracting work and potential Target Business opportunities in local minority newspapers including The Observer, the DJC, and the Asian Reporter.
 - Contact Target Businesses that perform the appropriate type of work, by fax, phone, email and mail, informing them of the bid opportunities and requesting their attendance at outreach and pre-bid meetings scheduled by Walsh Construction Co./OR.
 - Work with organizations such as the Oregon Tradeswomen, OAME, PBDG, community advisory committees, community associations and minority chambers to increase awareness of bidding opportunities and to incorporate our involvement into the community.

Focused Outreach and Technical Assistance

- Walsh Construction Co./OR plans to pursue the following additional approaches to increase Target Business outreach. Walsh Construction Co./OR will:
 - Break out bid packages into reasonable scopes to maximize Target Business participation, then identify qualified Target Businesses and engage them to determine their capability to successfully perform the identified scope of work.
 - Investigate opportunities to assist the Target Businesses with lines of credit and loan applications if necessary.
 - Continue our user friendly bid climate, where plans will be readily available in all Plan Centers. A Walsh Construction Co./OR representative will be available during the bid process to answer any questions and provide bidder support, and we will adjust bid packages accordingly.

Walsh Construction Co./OR does not require all subcontractors to be bonded, thus saving the owner money and making it easier for smaller firms to participate.

Bid Evaluation Process

In an effort to reinforce our commitment to Target Business participation and a diversified workforce, we will utilize the bid rating system explained in Section I. Public Bidding above.

Walsh Construction Co./OR will award the bid to the company with the most points per the bid rating system and who is responsible and responsive to the bid documents. All bids are subject to demonstrated capability to perform the work. Low bidders may be asked to provide financial statements and references.



Once bids are received, Walsh Construction Co./OR will review for completeness, accuracy and comprehension of the intended work. Walsh Construction Co./OR will follow up with all competitive Target Business bids to clarify any questions and make tentative awards and discuss specific details with selected firms.

Walsh Construction Co./OR will make the final selections and inform Housing Authority of Clackamas County of any potential add-up opportunities. Finally, we will offer contracts to all selected firms.

If Target Business proposals are not utilized in the identified areas of work, the reasons for this decision will be documented and submitted to Housing Authority of Clackamas County. Our goal is to identify reasons that Target Businesses decide to bid or not to bid so we can implement any necessary changes for subsequent bid opportunities.

Preconstruction/Construction

Walsh Construction Co./OR will maintain accurate records of all first and second tier subcontractors entered into with Target Businesses and records of materials purchased from suppliers that are Target Businesses. These reports will be provided to Housing Authority of Clackamas County, along with documentation to demonstrate efforts to maximize Target Business participation.

Technical Assistance

Walsh Construction Co./OR will continue to provide technical assistance to Target Businesses in the areas of insurance, bonding, workforce training, safety plans, certified payroll, bidding, estimating and other accounting related issues. Our support will include:

- Assure that a process is in place for resolution of issues and Target Businesses are familiar with that process.
- Set up individual Target Business meetings with Project Manager to establish relationship and review bid and scope of work.
- Meet with participants to identify any issues and promote a cohesive workflow.
- Assist Target Businesses with identification of other firms to support anticipated second tier subcontract work.
- Hold regular subcontractor meetings to assess needs and allow the Target Business to gain valuable information on team building and team learning.
- Consider Target Businesses for more work if prior work scope is completed successfully.
- Provide a performance review with constructive feedback at the completion of work.



I have read and accept the Walsh Contracting Plan outlined above including all bidding procedures, procurement strategies, and plan for long lead items.

Jill Smith

Name

Jill Smith

Signature

Executive Director

Title

11/04/2020

Date

DRAFT

JS SIG - Contracting Plan Webster 2020-10-20 - For Signature (002) 11.04.2020

Final Audit Report

2020-11-05

Created:	2020-11-04
By:	Bayley Knutson (bknutson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq6vtRcqh321J6NbotDa2G7qxeD6lw1Ks

"JS SIG - Contracting Plan Webster 2020-10-20 - For Signature (002) 11.04.2020" History

-  Document created by Bayley Knutson (bknutson@clackamas.us)
2020-11-04 - 4:13:48 PM GMT- IP address: 98.246.18.38
-  Document emailed to Jill Smith (jsmith6@clackamas.us) for signature
2020-11-04 - 4:16:29 PM GMT
-  Email viewed by Jill Smith (jsmith6@clackamas.us)
2020-11-05 - 1:08:37 AM GMT- IP address: 67.189.124.6
-  Document e-signed by Jill Smith (jsmith6@clackamas.us)
Signature Date: 2020-11-05 - 1:10:52 AM GMT - Time Source: server- IP address: 67.189.124.6
-  Agreement completed.
2020-11-05 - 1:10:52 AM GMT

Exhibit A.11 - Sample Draw

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #:

To Owner: Housing Authority of Clackamas County
13930 Gain Street
Oregon City, OR 97045

Project: Webster Road Housing Renovation
18000 Webster Road
Gladstone, OR 97027

Application No. :

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	

Period To:

From Contractor: WALSH CONSTRUCTION CO/OR
2905 SW FIRST AVENUE
PORTLAND, OR 97201

Via Architect: Carleton Hart Architecture
830 SW 10th Avenue, Suite 200
Portland, OR 97205

Project Nos:

Contract For: Rehabilitation

Contract Date: 9/1/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$10,296,321.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$10,296,321.00
4. Total Completed and Stored To Date	\$0.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$0.00
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$0.00
9. Balance To Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WALSH CONSTRUCTION CO/OR

By: _____ **Date:** _____

State of: _____ **County of:** _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ **Date:** _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Exhibit A.11 - Sample Draw

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
Application Date :
To:
Architect's Project No.:

Invoice # : Contract : 112111- Webster Road Housing Renovation

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	G / C (G / C)	H Balance To Finish (C-G)	I Retainage
			D From Previous Application (D+E)	E This Period In Place					
131.00	Hardware	118,271.00	0.00	0.00	0.00	0.00	0%	118,271.00	0.00
132.00	Glass & Glazing	24,030.00	0.00	0.00	0.00	0.00	0%	24,030.00	0.00
133.00	Gypsum Drywall	498,044.00	0.00	0.00	0.00	0.00	0%	498,044.00	0.00
134.00	Tile	6,020.00	0.00	0.00	0.00	0.00	0%	6,020.00	0.00
135.00	Acoustical	42,910.00	0.00	0.00	0.00	0.00	0%	42,910.00	0.00
136.00	Resilient Flooring	189,217.00	0.00	0.00	0.00	0.00	0%	189,217.00	0.00
137.00	Carpet	28,571.00	0.00	0.00	0.00	0.00	0%	28,571.00	0.00
138.00	Special Flooring	20,273.00	0.00	0.00	0.00	0.00	0%	20,273.00	0.00
139.00	Painting	133,128.00	0.00	0.00	0.00	0.00	0%	133,128.00	0.00
140.00	Display Boards - Allowance	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
141.00	Corner Guards	5,275.00	0.00	0.00	0.00	0.00	0%	5,275.00	0.00
142.00	Fireplaces	6,470.00	0.00	0.00	0.00	0.00	0%	6,470.00	0.00
143.00	Flagpoles	10,384.00	0.00	0.00	0.00	0.00	0%	10,384.00	0.00
144.00	Identifying Devices	9,765.00	0.00	0.00	0.00	0.00	0%	9,765.00	0.00
145.00	Fire Protective Devices	2,075.00	0.00	0.00	0.00	0.00	0%	2,075.00	0.00
146.00	Postal Specialties	6,205.00	0.00	0.00	0.00	0.00	0%	6,205.00	0.00
147.00	Toilet & Bath Accessories	15,415.00	0.00	0.00	0.00	0.00	0%	15,415.00	0.00
148.00	Closet Specialties	9,898.00	0.00	0.00	0.00	0.00	0%	9,898.00	0.00
149.00	Bike Racks	1,566.00	0.00	0.00	0.00	0.00	0%	1,566.00	0.00
150.00	Food Service Equipment	8,500.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00
151.00	Residential Appliances	34,715.00	0.00	0.00	0.00	0.00	0%	34,715.00	0.00
152.00	Cabinets & Countertops	211,606.00	0.00	0.00	0.00	0.00	0%	211,606.00	0.00
153.00	Window Treatment	23,991.00	0.00	0.00	0.00	0.00	0%	23,991.00	0.00
154.00	Entrance Mats	4,357.00	0.00	0.00	0.00	0.00	0%	4,357.00	0.00
155.00	Pre-Engineered Structures	25,692.00	0.00	0.00	0.00	0.00	0%	25,692.00	0.00
156.00	Radon System	35,900.00	0.00	0.00	0.00	0.00	0%	35,900.00	0.00
157.00	Fire Protection	102,737.00	0.00	0.00	0.00	0.00	0%	102,737.00	0.00
158.00	Plumbing	690,374.00	0.00	0.00	0.00	0.00	0%	690,374.00	0.00
159.00	HVAC	858,197.00	0.00	0.00	0.00	0.00	0%	858,197.00	0.00
160.00	Underground Distribution	20,650.00	0.00	0.00	0.00	0.00	0%	20,650.00	0.00
161.00	Service & Building Wiring	594,723.00	0.00	0.00	0.00	0.00	0%	594,723.00	0.00
162.00	Light Fixtures	166,994.00	0.00	0.00	0.00	0.00	0%	166,994.00	0.00
163.00	Systems	190,875.00	0.00	0.00	0.00	0.00	0%	190,875.00	0.00
164.00	Temporary Electrical - By Owner	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00

CONTINUATION SHEET

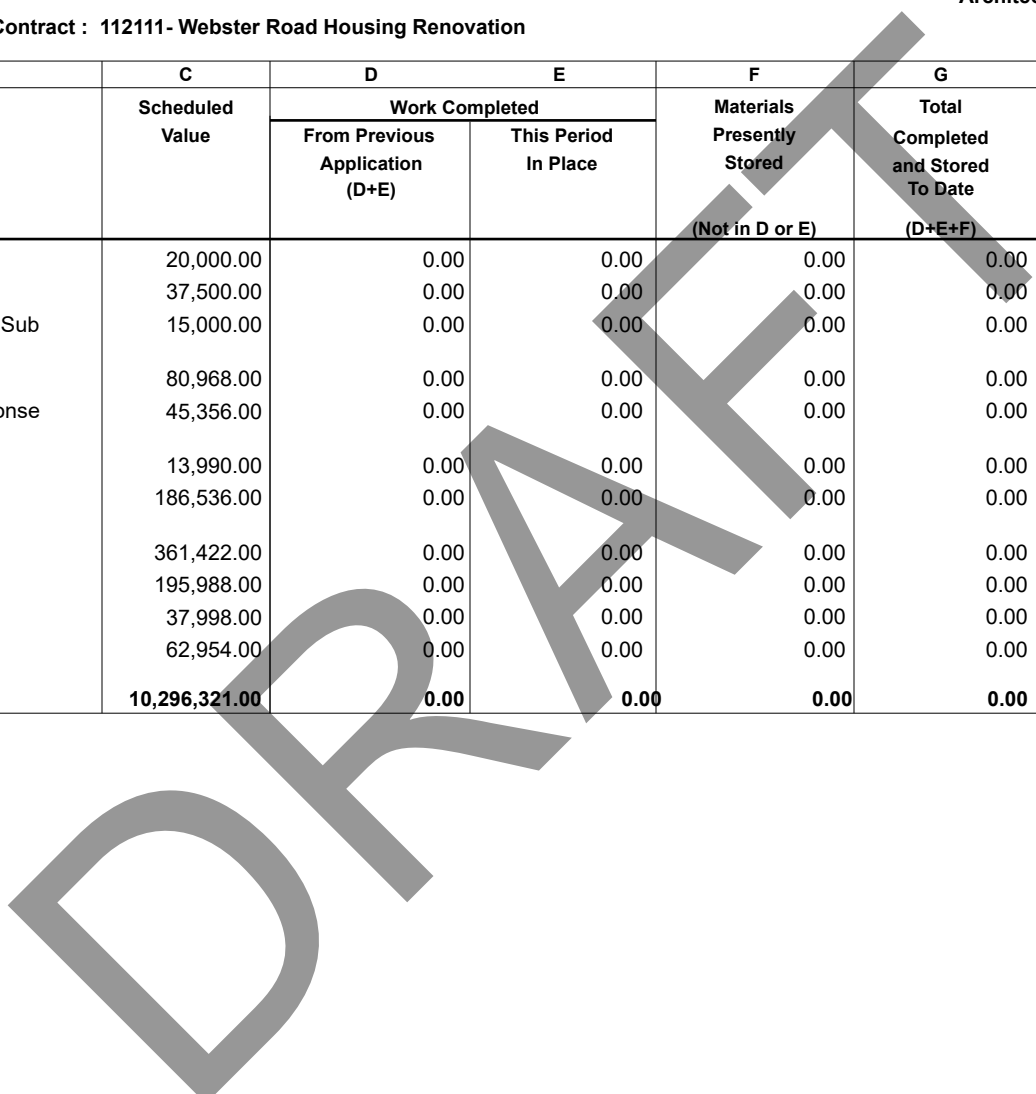
Exhibit A.11 - Sample Draw

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. :
 Application Date :
 To:
 Architect's Project No.:

Invoice # : Contract : 112111- Webster Road Housing Renovation

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			D From Previous Application (D+E)	This Period In Place					
165.00	Subcontractor Bonding	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00	0.00
166.00	Parking Rental at Church	37,500.00	0.00	0.00	0.00	0.00	0%	37,500.00	0.00
167.00	Settlement found below SOG - Sub Slab Repair - Allowance	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
168.00	MEPF Design	80,968.00	0.00	0.00	0.00	0.00	0%	80,968.00	0.00
169.00	Preconstruction (per RFP response & early work)	45,356.00	0.00	0.00	0.00	0.00	0%	45,356.00	0.00
170.00	Safety Plan	13,990.00	0.00	0.00	0.00	0.00	0%	13,990.00	0.00
171.00	Contingency - 2% Contractor's Construction	186,536.00	0.00	0.00	0.00	0.00	0%	186,536.00	0.00
172.00	Overhead & Profit	361,422.00	0.00	0.00	0.00	0.00	0%	361,422.00	0.00
173.00	Liability Insurance	195,988.00	0.00	0.00	0.00	0.00	0%	195,988.00	0.00
174.00	Gross Receipts Tax	37,998.00	0.00	0.00	0.00	0.00	0%	37,998.00	0.00
175.00	Performance Bond	62,954.00	0.00	0.00	0.00	0.00	0%	62,954.00	0.00
	Construction Totals	10,296,321.00	0.00	0.00	0.00	0.00	0%	10,296,321.00	0.00



May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for and accept grant funding, if awarded, from the Meyer Memorial Trust to ensure Diversity, Equity and Inclusion Training for Public Housing Authority Leaders

Purpose/Outcomes	Two years of DEI training for designees from 22 Public Housing Authorities in Oregon and SW Washington, including HACC.
Dollar Amount and Fiscal Impact	Maximum grant award of \$172,000. No County General Funds are involved.
Funding Source	Meyer Memorial Trust
Duration	One Time Grant for DEI training over Two (2) years
Previous Board Action	None
Strategic Plan Alignment	<p>Ensure safe, healthy and secure communities</p> <ul style="list-style-type: none"> ○ Ensuring Access to Safe, Stable Housing ○ Providing Equitable Access to Services
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	N/A

BACKGROUND:

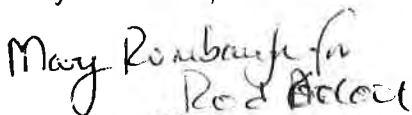
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for and accept Meyer Memorial Trust grant funding for Diversity Equity and Inclusion (DEI) training for designees from 22 Public Housing Authorities (PHAs) in Oregon and SW Washington, including HACC. Jill Smith is serving as the President of the Housing Authorities of Oregon this year and has offered HACC to serve as the fiscal entity for accounting and reporting purposes only in the event the application is successful.

Collectively, the 22 agencies of the Housing Authorities of Oregon (HAO) are the largest providers of affordable housing to seniors, people living on extremely low and low incomes, people with disabilities and veterans in Oregon. With the exception of a few larger agencies, many PHAs do not have adequate access to DEI training. Agency leaders are overwhelmed by the cost to hire consultants to fully understand and address the deep systemic racism and unconscious bias that exists in their current systems. This grant from Meyer Memorial Trust will create an intentional space for PHA leaders to work collaboratively on creating more equitable systems across the state.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for and accept funding, if awarded, for the Meyer Memorial Trust DEI Grant and recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to this grant.

Respectfully submitted,



Rod Cook, Interim Director

May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for a Public Housing Safety & Security (Crime & Safety) Grant

Purpose/Outcomes	Approval to apply for a grant for not to exceed \$250,000 to be used to purchase cameras and monitoring systems to be placed within public housing properties to help deter crime.
Dollar Amount and Fiscal Impact	Maximum grant award of \$250,000 for initial capital expenditures to set up the security system with ongoing monitoring costs paid through Public Housing Operating Budget funded by HUD. No County General Funds
Funding Source	U.S. Department of Housing & Urban Development Funds
Duration	One Time One Year Grant
Previous Board Action	None
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	N/A

BACKGROUND:

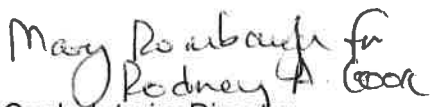
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for the U.S. Department of Housing and Urban Development (HUD) Safety & Security (Crime & Safety) grant for Public Housing.

HUD is allowing Public Housing Authorities to apply for this grant as a one-time source to implement new Security systems/cameras including digital video recorders and secure Wi-Fi transmission of video signal to deter crime. This is a highly competitive grant and given the lower crime rates in our housing compared to more inner city Housing Authority's may make it unlikely we will get funded, but HACC is being proactive and wanting to curb a recent increase in drug and violent activity noted by our local police departments. HACC maintains the oldest public housing in the state of Oregon and we have made a preference to serve the homeless with reduced barrier to entry housing. Given the age of the property, we do not have the sophisticated new security systems that are now available and are quite expensive initially to implement. If granted the funds, we will be able to make the initial upfront investment in improving our security and make our properties safer for its residents.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for the Safety & Security grant and recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the grant application.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook". The signature is written in black ink and is positioned above the printed name.

Rod Cook, Interim Director

May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between
the Housing Authority of Clackamas County and Social Services
for a Full-time Case Manager for HACC Program Participants

Purpose/Outcomes	Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority and Social Services for case management for those in HACC program participants
Dollar Amount and Fiscal Impact	Original contract amount \$120,000; Amendment #1 for and additional \$105,000 = total contract of \$275,000 over two (2) years 6 months.
Funding Source(s)	H3S Affordable Housing & Services Fund-County General funds
Duration	July 1, 2019 – December 31, 2021
Previous Board Action	Board approved IGA on May 16, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	April 13, 2021
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9247

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to amend the Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the case manager for families participating in HACC programs.

The amendment, Amendment #1 for contract No.9247, extends the term of the agreement by 6 months, from July 1, 2021 through December 31, 2021 and the case management provided to residents from part-time to full-time. The increase in contract funding by \$105,000 will shift the level of service to full time retroactively to July 1, 2020 and will continue services to residents through December 31, 2021. It is anticipated that this position will be funded through an alternate source in 2022.

HACC program clients are selected from the wait list. Many are homeless and/or have high barriers and therefore are in need of intensive case management to be successfully housed. The Case Manager will work in collaboration with the Social Services Supportive Housing Team (“Housing Pod”). Most case management will take place at tenant units and in the community.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention

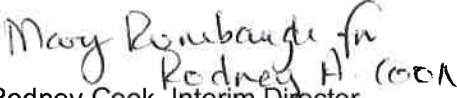
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Social Services for a full-time case manager to assist the residents of Public Housing. Staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign the Amendment on behalf of the Housing Authority Board of Commissioners and Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Rodney Cook, Interim Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

IGA Amendment #1 to Contract #9247 - PH Case Manager Packet - Page 2 of 4

Intergovernmental Agreement
Between Housing Authority of Clackamas County and Social Services Division
for the Public Housing Case Manager H3S Contract No. 9247

CONTRACT AMENDMENT #1

This Amendment #1 is entered into between **the Housing Authority of Clackamas County** (“HACC”) and Clackamas County, on behalf of its Social Services Department (“SSD”) and shall become part of the intergovernmental agreement (“Agreement”) entered into between both parties effective July 1, 2019.

The purpose of this Amendment #1 is to make the following changes to the Agreement, effective July 1, 2020:

1. **Article II, Scope of Cooperation**

Section A, Subsection 2 is amended as follows:

SSD shall provide a full time Case Manager to HACC, that will provide direct services to residents of Public Housing or other housing as applicable.

2. **Article III, Section A, is amended as follows:**

Budget and Terms of Payment for Services Rendered:

A. Budget: the cost of purchasing the services of full time case manager will be \$110,000 per year.

The extension, July 1, 2021 through December 31, 2021 will be prorated at \$55,000.

3. **Article VI, Section A, is amended as follows:**

A. This agreement is effective July 1, 2019 and will terminate on December 31, 2021. The term of this agreement may be extended by Amendment as noted in Section V above.

4. **Exhibit A, Scope of Work, is hereby replaced with the attached Exhibit A – Revised Scope of Work**

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

Signing on Behalf of the Housing Authority Board

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on behalf of Clackamas County

Jill Smith, HACC Executive Director

Date

Commissioner Tootie Smith, Chair

5/20/2021

Date

Intergovernmental Agreement
Between Housing Authority of Clackamas County and Social Services Division
for the Public Housing Case Manager H3S Contract No. 9247

EXHIBIT A – REVISED SCOPE OF WORK
CASE MANAGER FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with HACC Resident Services team, including the HACC Human Services Coordinator (HSC), Resident Services Assistant and Resident Services Interns. HACC Resident Services will assist Case Manager with identifying residents in need of assistance, and work to develop strategies to provide crisis management and support services. Case Manager will have an office at PSB, however, HACC can provide remote workspace at Hillside Manor and/or Oregon City View Manor (OCVM). Most case management work on site will take place at tenant’s living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Eviction Prevention Meeting every Thursdays (Property Mgers, Human Services Coordinator)
The case manager will attend the following meetings on an as needed/as appropriate basis:
- Housing & Workforce Collaborative Meeting (Human Services Coordinator, FSS Specialist, Workforce community partners)
- Multi-disciplinary Team Meeting (Human Services Coordinator, Clackamas MHC representative, Behavior Health Staff)
- Holcomb Elementary School Meeting (Human Services Coordinator, Holcomb school counselor).

III. Primary Work Responsibilities of Case Manager:

- Eviction Prevention – Work collaboratively with Resident Services team and other parties to prevent evictions.
- Vulnerable Residents – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- Advocacy - Advocating for residents to navigate service systems and meet basic needs.
- Tracking Interventions and Outcomes – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County
Supplemental Budget for Fiscal Year 2020-2021

Purpose/Outcomes	Public hearing for supplemental budget change for FY 2020-2021 and the closing of the Tourism Development Fund
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$8,055,479
Funding Source	Fund Balance, Federal and State Operating Grants, Charge for Services, and Interfund Transfers
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020 with amendments on <ul style="list-style-type: none"> • December 3, 2020; and • February 25 2021
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> X 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

BACKGROUND:

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The effect of this resolution is an increase in revenues and appropriations of \$8,055,479.

Item							
1 General Fund 100 - Non Departmental							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	191,690,657	(650,000)	191,040,657	Operating Expenses	124,687,141	(1,300,000)	123,387,141
Interfund Transfer	4,248,686	-	4,248,686	Interfund Transfers	615,267	650,000	1,265,267
				Special Payments	10,807,954	-	10,807,954
				Debt	244,303	-	244,303
				Reserve	20,280,112	-	20,280,112
				Contingency	23,149,293	-	23,149,293
				General Fund Support	16,155,273	-	16,155,273
Revised Total Fund Resources			195,289,343	Revised Total Fund Requirements			195,289,343
Comments:	The Courthouse project has been moved to the Capital Projects Fund 420. This budget adjustment moves the 50% State revenue, transfers the 50% General Fund match, and removes the project spending authority from General Fund-Non Departmental.						
2 County Fair Fund 201							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	390,926	-	390,926	Operating Expenses	2,308,279	46,200	2,354,479
Revenues	1,617,467	-	1,617,467	Contingency	206,568	(46,200)	160,368
Interfund Transfer	507,454	-	507,454	Special Payments	1,000	-	1,000
Revised Total Fund Resources			2,515,847	Revised Total Fund Requirements			2,515,847
Comments:	The County Fair is transferring budget authority from contingency to capital operating equipment for the purchase of a skid steer loader.						
3 Social Services Fund 242							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	55,751,225	1,467,031	57,218,256	Operating Expenses	48,276,583	(2,356,457)	45,920,126
Interfund Transfers	3,073,266	-	3,073,266	Special Payments	8,968,886	3,823,488	12,792,374
				Contingency	1,579,022	-	1,579,022
Revised Total Fund Resources			60,291,522	Revised Total Fund Requirements			60,291,522
Comments:	Recognizing additional Oregon Housing & Community Services revenue for the Support Tenant Access Rent Relief (STARR) program and realigning Federal Rent Assistance program cost from materials and services to special payments.						
4 Children, Family & Community Connections Fund 246							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	8,232,094	-	8,232,094	Operating Expenses	6,474,407	-	6,474,407
Interfund Transfers	2,400,379	33,000	2,433,379	Special Payments	4,065,180	-	4,065,180
				Interfund Transfers	92,886	33,000	125,886
Revised Total Fund Resources			10,665,473	Revised Total Fund Requirements			10,665,473
Comments:	Recognizing revenue from Health, Housing and Administration and appropriating transfer authority to fund the Human Services Coordinator position to the County Administration program.						
5 Dog Services Fund 247							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	1,779,181	-	1,779,181	Operating Expenses	2,881,792	(44,000)	2,837,792
Interfund Transfers	1,595,517	-	1,595,517	Interfund Transfers	-	44,000	44,000
				Contingency	150,000	-	150,000
				Reserves	342,906	-	342,906
Revised Total Fund Resources			3,374,698	Revised Total Fund Requirements			3,374,698
Comments:	Dog Services Fund 247 is reducing operating expenses and appropriating an interfund transfer to the Fleet Mangement Fund 770 to purchase and upfit a new vehicle.						
6 Public Health Fund 252							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	11,928,006	4,402,740	16,330,746	Operating Expenses	13,067,901	4,402,740	17,470,641
Interfund Transfers	2,122,720	-	2,122,720	Special Payments	598,740	-	598,740
				Contingency	384,085	-	384,085
Revised Total Fund Resources			18,453,466	Revised Total Fund Requirements			18,453,466
Comments:	Recognizing revenue from Department of Health and Human Services, Oregon Health Authority, charge for services, and appropriating to hire additional staff needed to support COVID 19 response related activities.						
7 Transient Room Tax Fund 255							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	1,684,267	-	1,684,267	Operating Expenses	1,026,813	727,994	1,754,807
Interfund Transfers	901,046	729,354	1,630,400	Special Payments	254,455	1,360	255,815
				Interfund Transfers	1,154,045	-	1,154,045
				Contingency	150,000	-	150,000
Revised Total Fund Resources			3,314,667	Revised Total Fund Requirements			3,314,667
Comments:	The Tourism Development Fund 256 is merged into Transient Room Tax Fund 255. Fund 255 is appropriating budget authority from the receipt of ending fund balance from Fund 256.						

8 Tourism Development Fund 256								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund balance	-	729,354	729,354	Interfund Transfers	-	729,354	729,354	
Revised Total Fund Resources			729,354	Revised Total Fund Requirements			729,354	

Comments: The Tourism Development Fund 256 is merged into Transient Room Tax Fund 255. Authority is requested to transfer the ending balance to Fund 255 and close Fund 256.

9 Juvenile Fund 260								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	1,925,886	-	1,925,886	Operating Expenses	11,291,138	(159,268)	11,131,870	
Revenues	1,774,138	-	1,774,138	Special Payments	-	159,268	159,268	
Interfund Transfer	9,467,000	-	9,467,000	Interfund Transfers	1,875,886		1,875,886	
Revised Total Fund Resources			13,167,024	Revised Total Fund Requirements			13,167,024	

Comments: The Juvenile Fund is adjusting its budget to correctly align payments to the HEART program as special payments.

10 Capital Projects Fund 420								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	5,390,081	-	5,390,081	Operating Expenses	5,390,081	1,300,000	6,690,081	
Revenues	-	650,000	650,000		-	-	-	
Interfund Transfer	-	650,000	650,000					
Revised Total Fund Resources			6,690,081	Revised Total Fund Requirements			6,690,081	

Comments: The Capital Projects Fund 420 is recognizing state revenue and an interfund transfer from the General Fund for the Courthouse project.

11 Fleet Management Fund 770								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	399,102	-	399,102	Operating Expenses	5,878,807	44,000	5,922,807	
Revenues	5,576,512	-	5,576,512	Contingency	96,807	-	96,807	
Interfund Revenue	-	44,000	44,000		-		-	
Revised Total Fund Resources			6,019,614	Revised Total Fund Requirements			6,019,614	

Comments: The Fleet Management Fund 770 is recognizing an interfund transfer from the Dog Services Fund 247 and seeking spending authority for the purchase and upfit a new vehicle.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order in keeping with a legally accurate budget.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Finance Director






~May 20 2021 Supplemental Staff Report

Final Audit Report

2021-04-28

Created:	2021-04-27
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXnC233WuskgrkOCn9N7VQxO67fOBS28W

"~May 20 2021 Supplemental Staff Report" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-04-27 - 10:25:59 PM GMT- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-04-27 - 10:26:19 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-04-28 - 1:58:54 AM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-04-28 - 3:16:35 AM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.
2021-04-28 - 3:16:35 AM GMT

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2020-21



Resolution Order No. 2021-28

Page 1 of 2

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

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget and approve any necessary transfer to close the Tourism Development Fund 256 and merge remaining dollars into the Transient Room Tax Fund 255 was held before the Board of County Commissioners on May 20, 2021.

WHEREAS; the funds being adjusted are:

- . General Fund – Non-Departmental
- . County Fair Fund
- . Social Services Fund
- . Children, Family & Community Connections Fund
- . Dog Services Fund
- . Public Health Fund
- . Transient Room Tax Fund
- . Tourism Development Fund (Closing Fund)
- . Juvenile Fund
- . Capital Projects Fund
- . Fleet Management Fund;

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

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Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2020-21



Resolution Order No. 2021-28
Page 1 of 2

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.433 – ORS 294.481, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 20th day of May 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Board of County Commissioners
 Clackamas County

Members of the Board:

Public Hearing and Approval of a Resolution for Exemption and Authorization to Use a Competitive Proposal Process to Obtain a P3 Project Company for the Courthouse Replacement Project

Purpose/Outcomes	Public hearing and recommended approval of a resolution for the proposed exemption and authorization to use a competitive proposal process to obtain a P3 project company for the Courthouse Replacement Project.
Dollar Amount and Fiscal Impact	Should the Board authorize moving forward with the P3 procurement the estimated cost to execute the competitive P3 procurement phase is proposed in the FY 21/22 budget at \$5.4 million with 50% eligible for subsequent state reimbursement. The Net Present Value (NPV) of the projected availability payments is estimated at \$170 million which the Board can establish as an “Affordability Ceiling” for the P3 procurement process with any proposals exceeding that ceiling deemed unacceptable.
Funding Source	County general fund and State of Oregon funding (Oregon Courthouse Capital Construction and Improvement Fund)
Duration	If the resolution is approved a two-step request for qualifications and request for proposals competitive proposal process will be initiated, and staff anticipates that a P3 project company will be selected in the second quarter of 2022. The new Courthouse is expected to be complete and ready for occupancy in the first quarter of 2025.
Previous Board Action	Board of County Commissioners Policy Sessions: February 14, 2017, October 17, 2017, June 26, 2018, September 18, 2018, January 29, 2019, June 18, 2019, October 2, 2019, October 22, 2019, February 4, 2020, February 18, 2020, July 7, 2020, January 1, 2021, April 21, 2021, May 5, 2021.
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	Gary Barth, Courthouse Project Manager, 503-754-2050 Ryan Rice, Interim Chief Procurement Officer, 503-742-5446 Nate Boderman, Asst. County Counsel, 503-655-8364
Contract No.	N/A

BACKGROUND:

Oregon law requires all contracts for public improvement projects be based on competitive low-price bids, unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. The Clackamas County Board of Commissioners is the local contract review board for Clackamas County and has the authority to grant such an exemption. ORS 279C.400 to .410 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. ORS 279C.335 requires the local contract review board to approve two findings submitted by the County: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

The resolution included with this report would authorize an exemption from the traditional low-price competitive procurement process and authorize the use of a two-step request for qualifications and request for proposals competitive proposal process to select a public-private partnership (“P3”) Project Company (as defined below) for the Courthouse Replacement Project (“Project”).

A public hearing has been scheduled which satisfies the requirements under ORS 279C.335 to provide notice and the opportunity for a public hearing for the purpose of taking comments on the draft findings for an exemption to use the competitive proposal process method to retain a project company in a P3 project delivery method. Clackamas County Procurement placed a Public Notice on the Oregon Procurement Information Network (“ORPIN”) on May 6, 2021, and with the Business Tribune online edition on May 6, 2021 and its print version on May 11, 2021, which included the date and time of a Public Hearing to take place before the Board.

The State’s justice system in Clackamas County is currently served by the Clackamas County Courthouse in downtown Oregon City.

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department (“OJD”). The current courthouse was built in 1937 to house County offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is over 80 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the State legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013, administered through the OJD. Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse that is attributable to state functions. The County applied to the OCCCIF for the Project and was approved by the State in 2017. Even with the prospect of receiving a sizable contribution from the state to fund the Project,

the cost to the County will be substantial and will be a burden on the general fund, particularly during the next several years and until the County's existing debt obligations are retired.

A "P3" is a well-established approach to financing and procuring large, complex public infrastructure projects. Under a P3, the public agency establishes the scope, purpose, specifications, and requirements of a project, while design, construction, private financing and long-term operations, maintenance, and rehabilitation are carried out by the private P3 partner ("Project Company"). Typically, only after a project is completed will the public agency start paying the Project Company "availability payments" that are performance-based payments for delivering a building that is meeting contractually specified performance criteria. As a result, the County will generally not be required to make any payments until the Project is ready for occupancy by the County and state.

P3's have proven to be effective and reliable delivery methods for courthouses across the United States. Recent examples include the Howard County (MD) Courthouse, Travis County (TX) Courthouse, Miami-Dade (FL) Courthouse, and the Long Beach (CA) Courthouse. The P3 method enables the County to effectively leverage private sector innovation and know-how, and the benefits of competition to deliver the project on time, on budget, and with cost certainty for the next 30 years, knowing that the County will have a top-notch, well-maintained courthouse throughout that time period. In addition, due to the unification of multiple services under a single contract, many risks typically retained by a public agency will be transferred to the Project Company. For instance, the Project Company will take on design liability and the risk of any component of the Project breaking down earlier than would otherwise be expected. By transferring these risks to the Project Company, the County will be able to focus on its other core programs and services when such risks materialize.

The Project Company will be responsible for designing, building, partially financing, operating and maintaining the New Courthouse for a 30-year term, as further described below. The Project Company will perform all design and build ("D&B") activities for the replacement courthouse facility, generally including:

1. the building for the replacement courthouse;
2. exterior grounds and amenities, which may include benches, exterior walkways, etc.;
3. surface parking lots and, if required, secure parking garage(s);
4. access and circulation roadways; and
5. utility connections.

The Project Company's operations and maintenance ("O&M") responsibilities for a 30-year term following the completion of the D&B activities, will generally include:

1. preventive (or scheduled) maintenance;
2. reactive (or unscheduled) maintenance;

3. custodial services;
4. renewal and/or replacement on a predetermined schedule of interior building items, including ceilings, flooring, walls, heating/cooling systems, electrical systems, plumbing, security systems and/or equipment, etc.;
5. renewal and/or replacement on a predetermined schedule of exterior building items, including roofing, building cladding, window repair, cleaning and replacement, structural systems, etc.;
6. maintenance and/or rehabilitation of exterior grounds, including surface parking lots, parking garage(s), and exterior amenities such as benches and landscaping; and
7. returning the New Courthouse to the County at the end of the 30-year operations and maintenance period in like-new condition.

The Project Company's services are referred to as "partial" financing because the County currently plans to have the Project Company privately finance the entire Project only until the Project Company achieves "Occupancy Readiness." After Occupancy Readiness is achieved, the County intends to finance half of the eligible long-term capital costs through a milestone payment to the Project Company utilizing the State program funding, with the Project Company financing the other half. Repayment of the Project debt will be the obligation of the Project Company, not the County, but the Project Company will rely on the County's availability payments to meet its private debt obligations.

The County procurement process to select a Project Company shall generally include the following steps:

1. An RFQ process resulting in a short-list of the most qualified respondents;
2. An RFP issued to the qualified short-listed respondents;
3. Commercially confidential individual meetings with the short-listed respondents;
4. Addenda to the RFP issued to short-listed respondents;
5. Submittal of proposals by the short-listed respondents;
6. Review of proposals by an evaluation committee;
7. Selection of Project Company from the group of short-listed respondents based on the review of the proposals;
8. Negotiate and finalize terms of the project agreement with the selected Project Company;
9. Commercial and financial close.

ORS 279C.405(1) and Clackamas County Local Contract Review Board Rule C-049-0645 allow for the use of an RFQ process to obtain information useful in the preparation or distribution of an RFP. For this procurement, the RFQ would invite respondents to submit statements of qualifications describing in detail their technical and financial qualifications relevant to the delivery of the Project. As contemplated by state statute and the County's local contracting rules, the issuance of the RFQ would be the first step in the two-step Competitive Proposal Process to retain a Project Company. Only those respondents that respond to the RFQ and are short-listed by the

evaluation committee will be issued an RFP and invited to submit a proposal in response to the RFP.

The County anticipates that it will short-list three respondents to participate in the RFP stage of the Competitive Proposal Process. The County intends to offer to pay a design fee (stipend) of \$500,000 to the short-listed respondents who are selected to respond to the RFP and who submit for consideration by the County a fully responsive proposal that is not selected by the County, as compensation for the design services and other work product provided to the County as part of their proposal. The design fee, including the conditions for entitlement, will be addressed in the RFP, and the County's budget for fiscal year 2021-2022 is expected to include a line item for such proposed payments.

The County has retained three firms to assist in the development and management of the procurement activities necessary to engage a preferred Project Company:

- WT Partnership ("WT") – Technical Advisor: along with architectural firm WRNS Studio and sustainability advisor Atelier Ten, WT will be providing technical guidance, program corroboration and refinement, cost estimating and value engineering services throughout the procurement process, and developing the technical requirements;
- Rebel – Financial Advisor: in addition to financial and transaction guidance to the County, Rebel will be developing financial models and an "affordability ceiling" for the project, preparing the risk assessment and allocation, defining the payment and deductions mechanisms, and working to make sure that the County gets an "on market" transaction; and
- Hawkins Delafield & Wood LLP ("Hawkins") – Legal Advisors: Hawkins will be developing the procurement documents as well as drafting the project agreement and other ancillary documents between the County and the Project Company.

All three firms have vast advisory experience on many successfully completed P3 projects of similar scope and complexity to the Project.

Under the circumstances, a P3 is the preferred project delivery methodology for several reasons, including the desire to deliver the best value for money, the highly specialized design and construction requirements associated with the Project, a desire to optimize the risk transfer associated with the Project to a 3rd party, the multi-faceted nature of the proposed scope of work, and the priority to optimize the construction schedule to ensure a timely and predictable relocation from the current courthouse to the new courthouse.

RECOMMENDATION:

Staff recommends the Board take the following actions:

- 1) Hold a public hearing to provide the opportunity for members of the public to provide comments related to the request for exemption.
- 2) Direct staff to make any changes necessary to the proposed exemption resolution and findings as a result of the Board's consideration of any testimony received.

- 3) Barring the need for significant revisions to the exemption resolution or findings, proceed with the approval of the resolution by the Board on May 20, 2021.

Respectfully submitted,

Gary Barth

Gary Barth
Courthouse Project Manager

A Resolution Granting Exemption from Low-Bid
Competitive Bidding for the Clackamas County
Courthouse Replacement Project and Authorizing
the Use of a P3 Delivery Approach Based on a
Competitive Proposal Process

Resolution No. 2021-27

Page 1 of 2

WHEREAS, the Board of County Commissioners (the “Board”), acting as the local contract review board for Clackamas County (the “County”), has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

WHEREAS, ORS 279C.335 provides a process for exempting certain contracts from competitive bidding and authorizes the selection of a project company through a two-step request for qualifications (“RFQ”) and request for proposals (“RFP”) competitive proposal process (a “Competitive Proposal Process”); and

WHEREAS, draft findings, attached hereto as Exhibit A and incorporated herein (“Findings”), addressing competition; operational, budget and financial data; public benefits; value engineering; specialized expertise required; market conditions; technical complexity; public safety; and funding sources recommended by the County were available 14 days in advance of the public hearing on this Resolution related to the Clackamas County Courthouse Replacement Project (“Project”); and

WHEREAS, the Findings also highlight the public benefits of using the Competitive Proposal Process for the selection of a single project company to design-build-finance-operate-maintain the Project and using the public-private partnership (“P3”) method of project delivery; and

WHEREAS, the Board has reviewed the Findings and is satisfied with the supporting information and materials that has been provided to justify the application of the exemption and the use of the Competitive Proposal Process in its place.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. That, pursuant to ORS 279C.335, the Board hereby adopts the Findings, as set forth in Exhibit A to this Resolution, and makes the following additional findings:

- a. The exemption from competitive bidding will promote competition and will not encourage favoritism, because the project company will be chosen through the Competitive Proposal Process.
- b. The exemption from competitive bidding is likely to result in cost savings to the County, optimal risk transfer, and an innovative and efficient building design, for the reasons set forth in the adopted Findings.
- c. The exemption from competitive bidding will allow the Project to be procured as a P3 project, which the Findings support as the delivery method that will deliver the best value to the County.
- d. Pursuant to ORS 279C.390, the Project is hereby exempted from the ordinary bid security, performance bonding and payment bonding requirements which would otherwise apply pursuant to ORS 279C.365(5) and ORS 279C.380, because (1) the project company will be requiring performance and payment bonds, letters of credit or similar security from each of its subcontractors (including the single design-build firm responsible for all the construction work), and (2) the “at-risk” nature of the project company’s private financing constitute sufficient security for performance.

2. That the Board authorizes the County’s staff to proceed with the procurement of a P3 project company to implement the Project using the Request for Qualifications and Request for Proposals process set forth in ORS 279C.400 to .410 and Clackamas Local Contract Review Board C-049-0645 to -650.

Dated this 20th day of May, 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY COURTHOUSE REPLACEMENT PROJECT

FINDINGS IN SUPPORT OF USE OF REQUEST FOR PROPOSALS AND ALTERNATIVE CONTRACTING METHODS

These Findings are for the approval of the use of an alternative contracting method so that Clackamas County (the “County”) may utilize a two-step request for qualifications (“RFQ”) and request for proposals (“RFP”) competitive proposal process (a “Competitive Proposal Process”) to retain a project company in connection with a Public-Private Partnership (“P3”) project delivery method for the Clackamas County Courthouse Replacement Project (the “Project”).

A. Alternative Contracting Exemption under Oregon Law

Oregon law requires all contracts for public improvement projects be based on competitive bids, unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. The Clackamas County Board of Commissioners is the local contract review board for Clackamas County and has the authority to grant such an exemption. ORS 279C.400 to .410 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. ORS 279C.335 requires the local contract review board to approve two findings submitted by the County: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

For public improvement projects, ORS 279C.330 and 279C.335 provide that the agency must consider the type, cost and amount of the contract(s) and information regarding the following:

- a. Operational, budget and financial data;
- b. Public benefits;
- c. Value engineering;
- d. Specialized expertise required;
- e. Public safety;
- f. Market conditions;
- g. Technical complexity; and
- h. Funding sources.

The local contract review board also is required to consider the following items when evaluating whether award of a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency:

- a. How many persons are available to bid;
- b. The construction budget and the projected operating costs for the completed public improvement;
- c. Public benefits that may result from granting the exemption;
- d. Whether value engineering techniques may decrease the cost of the public improvement;
- e. The cost and availability of specialized expertise that is necessary for the public improvement;
- f. Any likely increases in public safety;
- g. Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;
- h. Whether granting the exemption will affect the sources of funding for the public improvement;

- i. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
- j. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
- k. Whether the public improvement involves new construction or renovates or remodels an existing structure;
- l. Whether the public improvement will be occupied or unoccupied during construction;
- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
- n. Whether the contracting agency or state agency has and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Public improvement contracts, which are subject to the competitive bidding requirement absent an exemption, are generally defined to include all public construction contracts. They are not, however, considered to include architectural and engineering services or ordinary repair and maintenance services which are key components of a P3 project agreement. Architectural and engineering services are procured pursuant to a qualifications based selection process (see ORS.279C.100 et seq.) and ordinary repair and maintenance services are procured pursuant to a competitive proposal process (see ORS 279C.320(1) and ORS Chapter 279B). As further described in these findings, the Competitive Proposal Process to be applied to the Project generally satisfy the procurement requirements which relate to architectural, engineering and ordinary repair and maintenance services. As a result, no additional statutory exemptions beyond the one described in ORS 279C.335 are expected to be required from the County in order to deliver this Project on a P3 basis. However, to the extent the P3 project delivery system is considered to deviate from the standard procurement process for the non-public improvement portions of the Project, these findings also serve to satisfy the requirements of ORS 279B.085 for a contract-specific special procurement, which permits deviation from the standard procurement process for a specific contract on a one-time basis. As would be required under ORS 279B.085(4), the factors discussed herein demonstrate why the P3 project delivery system will not diminish competition, will result in substantial cost savings, or otherwise promote the public interest. By approving use of the P3 project delivery method under ORS Chapter 279C, the County is hereby also approving, to the extent applicable, a contract-specific special procurement under ORS 279B.085.

B. Background Information

The State’s justice system in Clackamas County is currently served by the Clackamas County Courthouse in downtown Oregon City.

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department (“OJD”). The current courthouse was built in 1937 to house County offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is over 80 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

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A “P3” is a well-established approach to financing and procuring large, complex public infrastructure projects. Under a P3, the public agency establishes the scope, purpose, specifications, and requirements of a project, while design, construction, private financing and long-term operations, maintenance, and rehabilitation are carried out by the private P3 partner (“Project Company”). Typically, only after a project is completed will the public agency start paying the Project Company “availability payments” that are performance-based payments for delivering a building that is meeting contractually specified performance criteria. As a result, the County will generally not be required to make any payments until the Project is ready for occupancy by the County and state.

P3’s have proven to be effective and reliable delivery methods for courthouses across the United States. Recent examples include the Howard County (MD) Courthouse, Travis County (TX) Courthouse, Miami-Dade (FL) Courthouse, and the Long Beach (CA) Courthouse. The P3 method enables the County to effectively leverage private sector innovation and know-how, and the benefits of competition to deliver the project on time, on budget, and with cost certainty for the next 30 years, knowing that the County will have a top-notch, well-maintained courthouse throughout that time period. In addition, due to the unification of multiple services under a single contract, many risks typically retained by a public agency will be transferred to the Project Company. For instance, the Project Company will take on design liability and the risk of any component of the Project breaking down earlier than would otherwise be expected. By transferring these risks to the Project Company, the County will be able to focus on its other core programs and services when such risks materialize.

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- including roofing, building cladding, window repair, cleaning and replacement, structural systems, etc.;
- 6. maintenance and/or rehabilitation of exterior grounds, including surface parking lots, parking garage(s), and exterior amenities such as benches and landscaping; and
- 7. returning the New Courthouse to the County at the end of the 30-year operations and maintenance period in like-new condition.

The Project Company's services are referred to as "partial" financing because the County currently plans to have the Project Company privately finance the entire Project only until the Project Company achieves "Occupancy Readiness." After Occupancy Readiness is achieved, the County intends to finance half of the eligible long-term capital costs through a milestone payment to the Project Company utilizing the State program funding, with the Project Company financing the other half. Repayment of the Project debt will be the obligation of the Project Company, not the County, but the Project Company will rely on the County's availability payments to meet its private debt obligations.

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ORS 279C.405(1) and Clackamas County Local Contract Review Board Rule C-049-0645 allow for the use of an RFQ process to obtain information useful in the preparation or distribution of an RFP. For this procurement, the RFQ would invite respondents to submit statements of qualifications describing in detail their technical and financial qualifications relevant to the delivery of the Project. As contemplated by state statute and the County's local contracting rules, the issuance of the RFQ would be the first step in the two-step Competitive Proposal Process to retain a Project Company. Only those respondents that respond to the RFQ and are short-listed by the evaluation committee will be issued an RFP and invited to submit a proposal in response to the RFP.

The County anticipates that it will short-list three respondents to participate in the RFP stage of the Competitive Proposal Process. The County intends to offer to pay a design fee (stipend) of \$500,000 to the short-listed respondents who are selected to respond to the RFP and who submit for consideration by the County a fully responsive proposal that is not selected by the County, as compensation for the design services and other work product provided to the County as part of their proposal. The design fee,

including the conditions for entitlement, will be addressed in the RFP, and the County’s budget for fiscal year 2021-2022 is expected to include a line item for such proposed payments.

The County has retained three firms to assist in the development and management of the procurement activities necessary to engage a preferred Project Company:

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- Rebel – Financial Advisor: in addition to financial and transaction guidance to the County, Rebel will be developing financial models and an “affordability ceiling” for the project, preparing the risk assessment and allocation, defining the payment and deductions mechanisms, and working to make sure that the County gets an “on market” transaction; and
- Hawkins Delafield & Wood LLP (“Hawkins”) – Legal Advisors: Hawkins will be developing the procurement documents as well as drafting the project agreement and other ancillary documents between the County and the Project Company.

All three firms have vast advisory experience on many successfully completed P3 projects of similar scope and complexity to the Project.

Under the circumstances, a P3 is the preferred project delivery methodology for several reasons, including the desire to deliver the best value for money, the highly specialized design and construction requirements associated with the Project, a desire to optimize the risk transfer associated with the Project to a 3rd party, the multi-faceted nature of the proposed scope of work, and the priority to optimize the construction schedule to ensure a timely and predictable relocation from the current courthouse to the new courthouse.

C. Findings

1. Appropriate alternative contracting methods will be used.

The Competitive Proposal Process for selecting a Project Company for this Project falls within the purview of ORS 279C.335(2), because the process is competitive and contractors will be selected based not only on price, but also on technical merit, including among other factors, design innovation, construction approach, sustainability, and their ability to best complete the Project in a timely manner. The Competitive Proposal Process approach is widely used and recognized as one of the preferred alternative approaches where projects are more complex. The Competitive Proposal Process allow qualified contractors to compete based on their skills and experience, in addition to their price. In this Project, some of the complexities require a combination of skills that cannot be evaluated in a standard low-bid process. The benefits of utilizing the P3 delivery method have been identified above. As such, the P3 delivery method, selected through a Competitive Proposal Process, is the most appropriate contracting method for the Project.

2. No favoritism or diminished competition.

The Project Company will still be selected through a competitive process. The exemption is sought only to authorize a different competitive process than the standard low-bid procurement process. To ensure the exemption requested does not encourage favoritism or substantially diminish competition, a well-defined competitive procedure will be followed to

select the contractor for this public improvement contract.

Competition will be encouraged by County Procurement publishing advertisements in the *Portland Tribune* and posting the opportunity on the State of Oregon Procurement Website ("ORPIN"). Further steps include direct notification to qualified P3 companies and contractors, scheduling site visits and a pre-submittal informational meeting, and appointment of an evaluation committee that will consider statements of qualifications received in response to the RFQ and proposals received in response to the RFP. The RFQ and RFP will establish the evaluation criteria for each stage. In general the RFQ's evaluation criteria will consider past experience and current qualifications and the RFP's evaluation criteria will consider price and technical merit of the proposed solution.

By marketing these opportunities and working to notify all likely potential proposers, the process will not encourage favoritism in the awarding of the public improvement contract, nor substantially diminish competition.

Following the shortlisting of respondents, the evaluation criteria and selection methodology of the RFP are expected to include and assess, at a minimum, the following factors:

- a. Demonstrated compliance with the design requirements;
- b. Proposer's design solution;
- c. Proposer's quality management plan;
- d. Overall technical merit;
- e. Proposer's Project schedule;
- f. Net present value of the proposed service fee;
- g. Financing plan for the Project; and
- h. Other evaluation factors as may be determined by the County and specified in the RFP.

The selected Project Company will be the one whose proposal is determined to be the most advantageous and providing the best value based on the RFP evaluation criteria and the assessment method described in the RFP.

3. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

In terms of the benefits of using Competitive Proposal Process to procure a Project Company, County staff research and experience indicates that standard low-bid contracting for work of this nature is likely to result in numerous change orders and increased costs through claims. This typically occurs when a contractor identifies issues after construction has begun that require a "re-working" of the original design. The result is more change orders, not realizing the benefits of value engineering or private-sector innovation, and not optimizing quality that would occur in the P3 method.

Further, by utilizing the Competitive Proposal Process to engage a Project Company during

design, the County has the ability to set an “affordability ceiling” and to create a competitive environment that will drive innovation and efficiencies, likely resulting in a project that represents a better comparative value. This pricing will facilitate a more accurate assessment of design options and maximize opportunities for innovation, again resulting in cost savings that cannot be achieved by the standard competitive-bid process. The involvement of the Project Company will streamline design and construction, which will significantly mitigate schedule impacts. Finally, the overall Project price is established at the outset and, with very limited exceptions, risks associated with such things as material/labor inflation and construction general conditions are transferred to the Project Company. The limited exceptions will be carefully defined as “Relief Events” in the project agreement, and generally be limited to factors that are outside the Project Company’s control such as changes in law, differing site conditions and force majeure events. In the event a relief event occurs the Project Company will be eligible, as appropriate and following proper mitigation efforts, for any combination of price, schedule and performance relief.

In terms of the benefits of selecting a Project Company through a Competitive Proposal Process, such a process will allow the County to select contractors based upon other factors in addition to price. It will allow selection of a Project Company whose proven experience and proposed solutions matches the nature of the required work, in both the design and the construction phases.

As the analysis below shows, permitting a contract-specific exemption for the Project will result in substantial cost savings and other substantial benefits to the County.

a. How many persons are available to bid.

The County, based on the expertise of its consultants listed above and feedback received to date from interested proposers, anticipates there will be a number of companies that will be interested in submitting proposals for the Project. Additionally, the County anticipates the Project will generate interest due to (1) its position as a prominent social infrastructure project, (2) the plan being heavily supported by state and local officials, and (3) the scope and scale of the project itself.

b. The construction budget and the projected operating costs for the completed public improvement.

The County will use its “availability payment” projection as presented to the Board of County Commissioners on April 21st, 2021 – including estimated design, construction, financing, maintenance and operating costs – as an “affordability ceiling” that proposers in the P3 procurement cannot exceed. Adjusted for the time value of money, to express them in today’s dollars, the projected “availability payments” amount to a net present value of \$170 million (5%, 1/1/2022, excluding milestone payment).

A Competitive Proposal Process will foster robust competition, and will result in up to three proposals incorporating advanced designs, from which the County will select the most advantageous proposal. This process is likely to result in a more innovative and efficient design, a faster construction schedule and fewer unexpected delays. This, combined with specific expertise from the contractors that will build the Project and the price structure negotiated up front, allows the County to better anticipate costs not only during design and construction, but also over the initial 30 year occupancy of the building. Performance metrics associated with the operations portion of the contract will ensure the building is maintained

to pre-agreed upon standards that are finalized during the Competitive Proposal Process. Moreover, the ability to have multiple proposers complete a level of design work prior to awarding the final contract likely shortens the overall duration of construction. A shortened construction duration also will allow the County to address the deficiencies and liabilities associated with the existing courthouse facility. This will lessen the impact to those working in the Courthouse, and those members of the public visiting the Courthouse, and will generally benefit the public by expediting the construction of the new courthouse facility.

Last, by selecting a Project Company through a Competitive Proposal Process, versus engaging individual contractors to complete each element of the Project through a standard low-bid procurement, the County will ensure the selected Project Company is best able to maximize the savings to the overall Project budget and its lifecycle costs, due to the integrated nature of a unified contract for multiple services as described above.

c. Public benefits that may result from granting the exemption.

As described at length already herein, by utilizing a Competitive Proposal Process, the County can select the Project Company who can also best maximize public benefits. With the P3 method, the County expects to shorten the construction duration, transfer risk related to design, construction, operations and maintenance issues, foster innovation, enhance constructability, and allow the courthouse to open sooner for public use. All of these significant benefits are in the public's interest.

d. Whether value engineering techniques may decrease the cost of the public improvement.

Utilizing a Competitive Proposal Process to select a Project Company will generate a competitive environment that requires proposing entities to consider innovative and efficient design and construction solutions. The integrated project company will ensure a coordinated approach between design and construction teams (as well as the long-term facilities management team), and will typically engage in their own value engineering exercises to ensure that they are presenting the optimal bid. Utilizing the P3 delivery method ensures alternative options can be considered while the design is being finalized. When it occurs, value engineering on standard low-bid projects typically results in increased design costs because the completed design must be revised to accommodate the changes that result from value engineering. These additional costs are entirely eliminated under the P3 delivery method, potentially decreasing the cost of this public improvement.

Beyond the innovation that will likely be incorporated during the RFP process, this type of contract also allows the successful Project Company to more easily explore the feasibility of innovative design solutions and incorporate ongoing value engineering after the contract is awarded, and in many cases may incentivize the Project Company to incorporate such solutions, which the County again expects to result in a more innovative project, at a lower cost, with a shortened project completion time.

e. The cost and availability of specialized expertise that is necessary for the public improvement.

With respect to the P3 delivery method, it will be a requirement in the RFQ that each respondent demonstrate expertise in working on projects similar in size, scale and complexity to the Project. The design and construction of specific project elements requires special

expertise, knowledge, and experience, all of which will be factored into the RFQ phase of the Competitive Proposal Process. The selection of a Project Company with such specialized expertise to construct the project will result in a substantially lower risk to the County, because it increases the likelihood of the project being completed on or ahead of schedule, resulting in lower costs and increased benefit to courthouse visitors.

The ability to factor expertise and experience into contractor selection is inherent in the Competitive Proposal Process, but is not normally part of the standard low-bid process. The standard process does not ensure a Project Company will possess the needed special expertise because prospective bidders need meet only limited responsibility criteria. The ability to consider each proposer's degree of expertise in these areas is an integral component of the shortlisting process and to be eligible to submit a proposal in response to the RFP.

f. Any likely increases in public safety.

Regardless of the delivery method utilized by the County, the Project must require the utmost attention to public safety, as the surrounding uses include the remainder of the Red Soils Campus that will be open and accessible to the public and County employees during construction.

The Project Company would be responsible for site preparation in advance of construction, which would include demolition of at least two structures on site. In addition, existing parking will need to be closed and re-established elsewhere on site for some duration while permanent improvements are made.

Construction-generated staging, delivery, and parking activity will need to be considered in a comprehensive construction safety and mitigation plan. Constant attention to needs of employees, visitors and construction crews is crucial to maintaining a safe working and living environment for workers and those that work and visit the Red Soils Campus. By utilizing the P3 delivery method, the Project Company will work with the County during the Project to plan for and minimize safety hazards and conflicts between the project and ongoing County operations. The integrated approach of the P3 process which results in a single point of accountability should mitigate issues that might otherwise arise around project phasing, construction staging areas, construction access corridors, and scheduling to reduce impacts where design, demolition and construction may all be the responsibility of separate contractors. The integrated approach provides flexibility to address both anticipated issues and new concerns that may arise.

g. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement.

For the reasons previously identified, granting an exemption for alternative contracting and utilizing the Competitive Proposal Process for selection of the Project Company will reduce risk to the County by optimizing the risk allocation between the County and the Project Company, and by setting a fixed price at the time of contracting that will be subject to very limited adjustments (see the discussion on "Relief Events" under subsection C(3) herein).

h. Whether granting the exemption will affect the sources of funding for the public improvement.

Construction of the Project will be funded through both state and local funding sources. The

state grant funding is authorized each biennium and may be applied to qualifying capital construction costs. The County has discussed at length with state staff, the use of the state funds in the context of a P3 delivery method. The County does not anticipate the exemption to utilize a P3 delivery method will prohibit or negatively affect the availability of state funding for the Project. If it does, the County would not utilize the P3 delivery method given the substantial contribution to be provided by the state.

- i. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.*

Market conditions for construction in the Portland metro area are extremely busy, with rising construction costs and a tight labor market. General contractors have been able to be much more selective in the work they pursue. It will be important to package this work in the most attractive manner to draw quality contractors and to eliminate as many barriers as possible.

A Competitive Proposal Process to select a Project Company will better enable the County to manage construction bid risks within a robust construction market. The County is more likely to receive the benefit of an experienced and capable construction contractor using alternative contracting methods. In addition, using the P3 delivery method will provide a fixed-price capital construction budget that will insulate the County from the risk of price increases due to the unexpected escalation in the cost of materials or labor. An alternative contracting method will allow the County to collaborate with the Project Company on items and installations that are not off-the-shelf, such as courthouse-specific design features and the installation of public art integrated into the overall Project design. Such elements/installations often require one-of-a-kind construction details for which the professional design community and/or construction industry do not have standard pricing structures. Use of a standard low-bid approach in a tight or rising cost construction market increases the risk bids will exceed budget, with limited options to address overages through scope reductions. When bids exceed budget, it causes delay and budget problems as staff work to find solutions to make the Project viable. Any delays translate into additional costs due to increasing construction material costs and other associated costs. Use of the P3 delivery methods will enable the County to respond to market conditions in a manner that results in a lower-cost Project.

- j. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement.*

This Project contains several factors making design and construction more complex:

- Site conditions and context: the future courthouse will be incorporated as part of a master-planned campus environment, which will require some level of design compatibility with existing structures and will require construction coordination to minimize disruption to existing County operations onsite;
- Unique project elements: courthouse design and construction require specialized and/or site-specific technical expertise, knowledge, and experience;
- Financing: anticipated grant funding agreements with the state will require completion in roughly 3.5 years, and the County will be in a better position to assume payment obligations upon building occupancy in 2025 as opposed to assuming debt to finance the Project upon commencement; and
- Schedule: Time is of the essence in replacing a functionally obsolete courthouse

facility.

- Scale: the Project is significant in scale and total capital cost compared to other construction projects the County typically works on

As noted previously, the P3 delivery method will better enable the County to address these complexities in a more efficient and cost effective manner. The Competitive Proposal Process will ensure selection of a Project Company with necessary experience to manage these complexities, will require the Project Company to demonstrate the necessary experience and expertise to address them, and will require the Project Company to perform work in accordance with a schedule that meets contract deadlines driven by financing.

The selection of a Project Company with demonstrated experience and success in implementing such projects increases the likelihood of the Project being completed with fewer construction delays. This results in lower risk and increased benefit to the County and the public.

Beyond the minimum requirements for bidder responsibility, a standard low-bid procurement does not permit an in-depth evaluation of a contractor's technical qualifications or proven ability to address these complex technical issues. Use of a Competitive Proposal Process for the P3 method, which will include several evaluation criteria in addition to price, allows the County to evaluate the technical merit of the proposed design and a contractor's experience in similar work and successfully working through similar complexities.

- k. Whether the public improvement involves new construction or renovates or remodels an existing structure.*

The Project is for new construction, and site improvements/demolition. The Project will be located on a site that the County has owned and controlled for decades. Of particular note is that the future courthouse will be incorporated as part of a master-planned campus environment, which will require some level of design compatibility with existing structures and will require construction coordination to minimize disruption to existing County operations onsite. The County must ensure that the Project is properly, safely, efficiently, and successfully implemented and considers the P3 process the preferred method for this in light of the increased coordination of the design and construction teams under the direction of the Project Company.

In addition, the nature of the Competitive Proposal Process provides the proposers the opportunities and incentives to identify unforeseen conditions at the Project site before commencing work as they may otherwise retain responsibility for such risks, thereby enabling the successful Project Company to efficiently address design changes early in the design phase, rather than during the construction phase.

The Competitive Proposal Process will allow the County to give appropriate weight to proposers that are skilled and experienced in performing similar site work. Because of the nature of constructing courthouse buildings, it will be important for the County to select a Project Company with experience in similar facilities.

- l. Whether the public improvement will be occupied or unoccupied during construction.*

As part of the County's Red Soils Campus, the construction area will be proximate to, but

closed off from, other sections of the campus that can remain accessible. The Project itself will not be occupied until construction is complete. In addition, there are parking areas that will need to be closed during all or part of the construction. A Project Company provides the expertise on construction staging, access, detouring, sequencing, and scheduling that will be required to maintain public access to the campus without compromising safety or timely completion. The use of the Competitive Proposal Process to select the Project Company will ensure this expertise is available.

- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.*

It is expected that the construction efforts for the Project will be a single phase. However, the County will look to the Project Company to determine the most appropriate phasing based on the scope of work.

- n. Whether the contracting agency has retained under contract, and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.*

A Project team has been established that includes the consultants identified above, as well as a dedicated project manager for the County, and staff from County Counsel, County Finance and Procurement. This team will actively participate in the Project from inception through contract execution and financial close (upon which construction will commence). The County will retain the services of an owner's representative to assist with the contracting phase and services during construction administration, and will retain other consultants as needed throughout the Project. The consultants currently assisting the County have experience completing similar projects using the P3 project delivery methods and have the necessary qualifications and expertise to assist with the negotiation of the Project agreement.

D. Contract Terms and Conditions

The technical complexities and uncertainties of the Project make it critical for the project agreement to contain specific terms and conditions that will increase efficiency and result in reduced costs. The above referenced Project team along with the owner's representative will ensure the resulting contract includes industry best practices, mitigates the County's risk exposure, and ensures that fees are fair and reasonable for the Project.

County Counsel will also ensure that the contract includes all legally required public procurement terms.

County Counsel, in consultation with Hawkins, has further determined that an exemption from the ordinary bid security, performance bonding and payment bonding requirements which would otherwise apply pursuant to ORS 279C.365(5) and ORS 279C.380 is warranted here. Such an exemption would be established pursuant to ORS 279C.390. Project companies do not typically provide traditional performance and payment bonds or bid security to owners in a P3 structure for a variety of reasons. The primary reason is such security instruments are typically not necessary and does not provide any further assurance that the Project will be completed in a timely manner. The Project Company will already be requiring performance and payment bonds, letters of credit or similar security from each of its

subcontractors (including the single design-build firm responsible to the Project Company for all the construction work). Furthermore, it is generally accepted in the market that the “at-risk” nature of the Project Company’s private financing (because no payments will be made until the Project is ready for occupancy) constitutes sufficient security for performance. Finally, requiring such bonds or other security could result in increased costs to the County. In general, if the Project Company were to obtain performance and payment bonds to be provided to the County, it would have to separately pay for such bonding in addition to the essentially identical bonding provided by the Project Company’s subcontractors to the Project Company. Such double costs would be included in the Project Company’s pricing and ultimately paid for by the County.

E. Reservation of Rights

ORS 279C.335(6) provides that the representations in and the accuracy of these findings support the contract-specific exemption if adopted by resolution of the Board of County Commissioners. These findings also describe, to some extent, anticipated features of the Competitive Proposal Process and resulting project agreement, but the final parameters of the Project agreement are those characteristics that will be announced in the solicitation document, and the County specifically reserves all of its rights in this regard.

F. Recommendation

A Competitive Proposal Process to procure a Project Company to deliver the project on a P3 basis is the preferred option for the Project.

The Competitive Proposal Process will ensure that the selected Project Company has the experience, expertise, and past performance to position the Project for success. Further, the Competitive Proposal Process ensures that meaningful competition occurs and that favoritism is not an element of the selection process. All these factors will assist the County in achieving fair and equitable selection of a Project Company that will deliver both good design and successful completion while minimizing public impacts; minimizing risk to the County; controlling costs associated with the design, construction, operation and maintenance of the new courthouse facility; and meeting an agreed-upon schedule.

Utilizing the P3 delivery method will enable the selected Project Company to deliver the most cost-effective and practical choices in design options, while still allowing the County to retain control of the minimum design requirements and costs. Perhaps most importantly, the P3 method will provide the expertise needed, and an integrated solution to meet financing timelines for construction and allow for a smoother and timelier progression to the start and completion of construction.

County staff therefore recommend adoption of a resolution approving a contract-specific exemption for the Project that permits use of the P3 delivery method, to permit use of the Competitive Proposal Process to select a Project Company and to grant an exemption from the ordinary bonding requirements.

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity OHA-5180-21 with Oregon Health Authority (OHA) for
Increasing Community Access to Care Utilizing Measure 110 Funds

Purpose/Outcomes	Increase access to care and improve outcomes for individuals actively using substances, engaging in substance misuse, or having a substance use disorder.
Dollar Amount and Fiscal Impact	The maximum agreement value is unknown at this time. Health Centers expects the total to be more than \$150,000, if awarded.
Funding Source	Oregon Health Authority (OHA). No County General Funds are involved.
Duration	Effective June 8, 2021 and terminates on December 31, 2021
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Not required, application only
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10128

BACKGROUND:

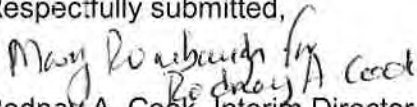
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity OHA-5180-21 issued by the Oregon Health Authority (OHA). Health Centers will utilize to support the opening of a Behavioral Health Clinic in the Sunnyside area of Clackamas County. This clinic would provide greater access to Mental Health and Substance Use Disorder services to the residents of Clackamas County.

The maximum value of this funding opportunity is unknown at this time but is expected to be more than \$150,000, if awarded. OHA did not set a maximum award value and has \$8.6 million available to be awarded across the state. It is effective June 8, 2021 and terminates on December 31, 2021.

RECOMMENDATION:

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund: HSS-Health Centers Division

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Measure 110 Funding Announcement

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Jennifer Stone

Requestor Contact Information: JStone@clackamas.us; 503-742-5967

Department Fiscal Representative: Sarah Jacobson

Program Name or Number (please specify): Behavioral Health

Brief Description of Project:

Increase access to care and improve outcomes for individuals actively using substances, engaging in substance misuse, or having a substance use disorder.

Name of Funding Agency: OHA (Oregon Health Authority)

Agency's Web Address for funding agency Guidelines and Contact Information:

https://www.oregon.gov/oha/HSD/AMH/Pages/Measure110.aspx

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone

4.22.2021

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: N/A

N/A

Funding Agency Award Notification Date: 4/20/2021

4/20/2021

Announcement Date: 4/16/2021

Announcement/Opportunity #: OHA-5180-21

OHA-5180-21

Grant Category/Title: Measure 110 Funds

Max Award Value: Amount based on proposed budget

Amount based on proposed budget

Allows Indirect/Rate: Yes/NA

Match Requirement: No

No

Application Deadline: 5/3/2021

Other Deadlines: N/A

N/A

Award Start Date: 6/8/2021

Other Deadline Description: N/A

N/A

Award End Date: 12/31/2021

Completed By: Jennifer Stone

Program Income Requirement: N/A

N/A

Pre-Application Meeting Schedule: 4/21/2021 4pm

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding opportunity supports the opening of a Behavioral Health Clinic in the Sunnyside area of Clackamas County. This clinic will provide greater access to Mental Health and Substance Use Disorder services to the residents of Clackamas County.

2. What, if any, are the community partners who might be better suited to perform this work?

None.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The objective of this funding opportunity is increasing community access to care. Utilize funds to establish a behavioral health clinic in the Sunnyside area of Clackamas County.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, the Behavioral Health MFR program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

No, adequate and qualified staff will be hired with in the funding opportunity time frame.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No partnerships are required.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

this is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No it will not create a new MFR program. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

Collaboration

1. List County departments that will collaborate on this award, if any.

No other county will collaborate at this time.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Data reporting will be required by each Recipient in response to the Secretary of State audits.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant time frame?

The performance will be evaluated based on: number of individual served by funding; demographics; client access to physical and behavioral healthcare; integrated team approach to services; and any other deemed appropriate to evaluate performance.

3. What are the fiscal reporting requirements for this funding?

N/A

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes the cost to administer the grant will be minimal.

2. Are other revenue sources required? Have they already been secured?

Yes, staff will generate charges for services revenue in combination with the grant funding.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Egan Danehy

4/23/2021

Egan Danehy

Digitally signed by Egan Danehy
Date: 2021.04.23 09:17:08 -0700

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** COLLABORATION STATISTICS REQUIRED BY THE FINANCING AGENCY, COUNTY FINANCE OR ADMIN WILL BE ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	4/26/21	Deborah Cockrell
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Deborah Cockrell Date: 2021.04.26 15:02:41 -07'00'</small>		

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh	4/27/2021	Mary Rumbaugh
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Mary Rumbaugh Date: 2021.04.27 09:50:47 -07'00'</small>		

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.27.2021	Elizabeth Comfort
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Elizabeth Comfort Date: 2021.04.27 09:40:36 -07'00'</small>		

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
N/A		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation
Clackamas County Board of Commissioners, Chair
County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.

May 20, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Intergovernmental Agreement with
Oregon Health & Sciences University (OHSU)
for the Oregon Care Coordination Program (CaCoon)

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Amendment # 2 extends the agreement for another year and adds \$89,977.00.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$234,164.00
Funding Source	Grant funds from OHSU - No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on September 30, 2021
Previous Board Action	The previously viewed this on July 11, 20219, Agenda item 071119-A2 and December 19, 2019, Agenda item 121919-A5
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on April 26, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9361-02

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to the Intergovernmental Agreement with Oregon Health & Science University (OHSU) for the Oregon Care Coordination Program (CaCoon).

Amendment #2 extends the term for 1 year and adds \$89,977.00. CCPHD receives grant funding from OHSU for the continuation of the Oregon Care Coordination Program (CaCoon). This grant allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health

Page 2 Staff Report
May 20, 2021
Agreement #9361-02

needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

This Agreement is effective October 1, 2020 and continues through September 30, 2021. This Agreement is retro-active due to a delay in receiving the Agreement from OHSU.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #2.

Respectfully submitted,

*May Rowbaugh for
Rodney A. Cook*

Rodney A. Cook, Interim Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9361	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Aalbers, Julie	<input checked="" type="checkbox"/> Amend # 2 \$ 89,977.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, May 20, 2021

CONTRACT WITH: Oregon Health & Sciences University

CONTRACT AMOUNT: \$234,164.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ | <input checked="" type="checkbox"/> 4 or 5 Year _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ | <input checked="" type="checkbox"/> Biennium _____ |
| <input checked="" type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Retroactive Request? 10/1/2020 - 9/30/2021 |

INSURANCE

 What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Monday, April 26, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Health & Sciences University

BOARD AGENDA ITEM

NUMBER/DATE: A.2

DATE: 5/20/2021

PURPOSE OF

CONTRACT/AGREEMENT: Cacocon Program -CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows Clackamas County Public Health Division (CCPHD) to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.

H3S CONTRACT NUMBER: 9361

Research Subaward Agreement Amendment Number 2			
Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division Email Address: jweber2@co.clackamas.or.us; whitehead@co.clackamas.or.us Principal Investigator: Julie Aalbers	
Project Title: Title V: Maternal & Child Services			
PTE Federal Award No. B04MC31511		Federal Awarding Agency: HRSA	
Subaward Period of Performance: Start Date: 10/01/2018 End Date: 09/30/2021		Amount Funded This Action: \$89,977	Subaward No: 1015198_CLACKAMAS
Effective Date of Amendment: 10/01/2020	Total Amount of Federal Funds Obligated to Date: \$234,164	Subject to FFATA: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Automatic Carryover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The Period of Performance is hereby extended through 09/30/2021.

The Current Budget Period is from 10/01/2020 through 09/30/2021.

Funds for the Current Budget Period are hereby awarded in the amount of \$89,977 per Attachment 5.2, Payment Schedule (1 page).

The Statement of Work for the Current Budget Period is hereby included as Attachment 5.2, Statement of Work (11 pages).

Attachment 3A, PTE Contacts is hereby updated to replace the Invoice Address and the Authorized Official, as follows:

Invoice Address:
Oregon Health & Science University
Office of Proposal and Award Management
3181 SW Sam Jackson Park Road
Portland, OR 97329-3098

Authorized Official:
Lisa Fitzpatrick, Grants & Contracts Manager, OPAM

Revisions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) are effective November 12, 2020, except for the amendments to Sections 200.216 and 200.340, which are effective on August 13, 2020.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: <u>5/20/2021</u> Name: Title: Chair
---	---

SUBAWARD 1015198_CLACKAMAS, Amendment 2 – ATTACHMENT 5.2 – PAYMENT SCHEDULE

PAYMENT SCHEDULE:

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$53,986.20.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2021, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$35,990.80.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

Attachment A

Oregon Center for Children and Youth with Special Health Needs

Introduction

2021-2025 Oregon Title V CYSHCN - National and State Priorities:

- Culturally and Linguistically Appropriate Services (CLAS)
- Social Determinants of Health and Equity
- Toxic Stress, Trauma, ACES, and Resilience

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

Subcontractors are local public health authorities (LPHAs) who agree to:

- adhere to the scopes of work.
- complete services for CYSHCN described below by the end of the contract period.
- submit all required deliverables, including program reports, annual expenditure report, and invoices. Final invoice template to be provided by OCCYSHN.

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: CaCoon

GOALS

- Improve the health and well-being of CYSHCN through public health home visiting.
- Increase families' knowledge, skills and confidence to care for their CYSCHN.
- Partner with families to coordinate care and services for their CYSCHN.

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (CaCoon Lead) to serve as the principal point of contact with OCCYSHN.

ELEGIBILITY

- **Age Eligibility:** CaCoon serves children and youth age's birth through age 20 (up to their 21st birthday).
- **Diagnostic eligibility:** Diagnostic eligibility is detailed in Targeted Case Management (TCM) [OAR 410-138-0040](#) "Diagnosis" column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning risk code "B90-other chronic conditions".
- **Financial Eligibility:** CaCoon is open to all children regardless of insurance status or family income.

RESPONSIBILITIES

Subcontractors adhere to the standards detailed the CaCoon Manual (found in Box and Basecamp) including all specific guidance on:

1. Triage of referrals
2. Response requirements when services are unavailable
3. Initial outreach
4. Assessments
5. Nursing plan of care
6. Data collection
7. Training and education of staff
8. Identified lead and accountability reporting

All CaCoon services are family-centered, culturally sensitive and responsive, and linguistically appropriate. Youth (age 12-20) and their families are supported in the transition to adult health care, work, and independence.

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: Shared Care Planning
--

GOALS

- Improve the health and well-being of CYSHCN through family-centered shared care plans.
- Improve communication and mutual accountability between families of CYSCHN and health and service providers.
- Increase the effectiveness and efficiency of health systems through cross-sector collaboration for CYSHCN.

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (Shared Care Planning Lead) to serve as the principal point of contact with OCCYSHN.

RESPONSIBILITIES

Subcontractors adhere to the values and standards described in the Shared Care Planning Handbook, including:

1. Referrals
2. Convening child health teams
3. Care plan elements
4. Monitoring care plans
5. Training
6. Reporting

All shared care planning efforts are family-centered, culturally sensitive and responsive, and linguistically appropriate. Youth (age 12-20) and their families are supported in the transition to adult health care, work, and independence.

Subcontractors develop and monitor the number and type of shared care plans detailed in Attachment C.

SCOPE OF WORK: Piloting Activate Care for Care Coordination Teams

Contract Goals:

- Improve the health and well-being of CYSHCN and their caregivers through building and strengthening cross-sector relationships to enhance the efficiency and impact of Shared Plans of Care (SPOC) for selected CYSHCN.
- Participate in an ECHO learning community aimed at identifying best practices and barriers to coordinating care through the use of a cloud-based care coordination platform called Activate Care.

Subcontractor Responsibilities:

The Subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as the Learning Community Lead as key point of contact with the OCCYSHN staff.

1. Attend monthly meetings

- a. Participate in monthly OCCYSHN-facilitated virtual learning community Video Chats via the ECHO model. (All technical assistance to be provided by OCCYSHN).
- b. At least one month, come prepared to share a current challenge with shared care planning in Activate Care and provide some background to the challenge. Please remember to refrain from sharing protected health information.

2. Develop or re-evaluate at least three shared care plans in Activate Care

- a. Nurture and expand the number of partnerships with community based service providers who participate in Shared Care Planning.
- b. Pilot the use of Activate Care, a cloud-based care coordination platform for shared care planning.
- c. Develop or re-evaluate shared care plans for at least three CYSHCN in Activate Care, more than three shared care plans may be developed or reevaluated through Activate Care.
- d. Meet all other shared care plan requirements as outlined in OCCYSHN annual contracts. Virtual attendance at meetings and communication is allowable if all legal and access conditions are met.
 - i. Ensure fidelity to the Shared Care Plan process as described in the SPOC Handbook

Attachment A

(<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)

- ii. Ensure all appropriate releases of information are signed.

3. Report to OCCYSHN

- a. Submit Shared care plan Information Forms (SIF) for all SPOC initiated or re-evaluated outside of the Activate Care platform;
- b. Offer Study Interest Form to every family who's shared care plan is in Activate Care and fax return all completed forms to OCCYSHN;
- c. Complete a survey at the start and after the first year of the project.
- d. Complete the Year-End Report (which is part of the data collection for shared care planning).

Oregon Center for Children and Youth with Special Health Needs

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service (other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

All funds must be spent in accordance with Title V guidance, OCCYSHN program guidance and Federal Uniform guidance.

Oregon Center for Children and Youth with Special Health Needs
CaCoon (CAre COordinatiON) Program

Mission: The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

Vision: All of Oregon’s children and youth with special health care needs (CYSHCN) are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

Population of Focus – Children and Youth with Special Health Care Needs (CYSHCN):

The federal Maternal and Child Health Bureau defines children with special health needs as “those who have or are at increased risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.” (McPherson M., Arango P., Fox H., et al. “A new definition of children with special health care needs”, Pediatrics, 1998;102:137-140.)

CaCoon Program

CaCoon is a statewide public health program that provides community-based care coordination through registered nurse home visiting for families with CYSHCN.

CaCoon Program Eligibility

- Age Eligibility: The CaCoon program serves children from birth through age 20 (up to their 21st birthday).
- Diagnostic/Condition Eligibility: Diagnostic eligibility is detailed in Targeted Case Management (TCM) OAR 410-138-0040 “Diagnosis” column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning risk code “B90-other chronic conditions”.
- Financial Eligibility: The CaCoon program is open to all children regardless of insurance status or family income.

CaCoon Standards

1. Establish and maintain a triage system that prioritizes CaCoon services for the most vulnerable children with special health care needs.
2. In situations where home visiting services are unavailable for a referred individual, at a minimum:
 - Ensure the client/family has access to a primary care medical home.
 - Notify the referral source that CaCoon services will not be provided, and provide rationale for denial.
3. Contact with family is initiated within ten (10) business days of receiving the referral.

4. Collaborate with the client's broader care team* to assess the following:
 - Client/family's strengths, needs, and goals.
 - Client/family's health literacy status, and related health-related learning needs.
 - Client's functional status and limitations and ability for activities of daily living, and participating in school and recreation.
 - Ensure appropriate screening and referral regarding physical, developmental, mental and behavioral health, and oral health as per [American Academy of Pediatrics Bright Futures guidelines](#), in coordination with primary and subspecialty health care providers.
 - Access to primary and needed subspecialty health care providers, therapies and social supports.
 - Access to supportive medical and/or adaptive equipment and supplies, e.g. suction machine, wheelchair, medications, formula, and feeding tube.
 - Screening regarding Social Determinants of Health as per [American Academy of Pediatrics Bright Futures guidelines](#).
 - Client/family's emergency and disaster preparedness planning.
 - For youth aged 12 years and older, assess youth and family preparedness for transition to adult health care, education, work, and independence.
 - Client/family's satisfaction regarding services they receive.

5. In partnership with the client/family and the broader care team*, nurses serving CaCoon clients will develop a nursing plan of care which:
 - Addresses identified needs.
 - Includes goals, progress notes, and plans for discharge from CaCoon services.
 - Addresses access to appropriate care, services and resources.
 - Demonstrates evidence of effective cross-systems care coordination, including:
 - Timely and appropriate referral to needed services and community resources.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Timely and informative updates that are shared with appropriate members of the broader care team*, including the primary care provider and the family.
 - Demonstrates evidence of client/family-centeredness, including:
 - Strategies to increase the client/family's health literacy capacity (e.g. how to obtain, process, and understand health information to facilitate informed decision about health care).
 - Client/family partnership.
 - Interventions that increase the client/family's capacity to implement the nursing plan of care, e.g. caregiver support, teaching, and provision of anticipatory guidance.
 - Ensures cultural and linguistic sensitivity and responsiveness.
 - Provides for visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.

- Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but at least every six months.
6. Collect required data on client visits and enter it into the state designated data system (either the ORCHIDS database or THEO when it is brought online) within 30 business days of visiting the client and within 45 days of case closure.
 7. CaCoon staff and supervisor(s) actively participate in education that improves their CaCoon practice. They are required to:
 - Complete the Introduction to CaCoon PowerPoint prior to commencing CaCoon activity.
 - Participate in annual OCCYSHN Regional or State Meetings.
 - At least one representative of the CaCoon program is required to attend monthly OCCYSHN-hosted web-based learning opportunities (all CaCoon staff are strongly encouraged to attend).
 8. Designate a CaCoon Lead. The CaCoon Lead has the skills and authority to lead the CaCoon program, assure accountability for contracted responsibilities, and to be the key point of contact with OCCYSHN. The CaCoon Lead submits the Annual CaCoon Accountability Report and the Shared Care Planning End-of-Year Report, if applicable.

**In addition to the primary care provider and the family, the broader health care team for CYSHCN may include:*

- ✓ *Child care and/or respite care*
- ✓ *Community Connections Network (CCN)*
- ✓ *Dentist/Orthodontist*
- ✓ *Department of Human Services – Child welfare*
- ✓ *Developmental Disabilities (DD) Services*
- ✓ *Durable medical equipment agency*
- ✓ *Early Intervention/ Early Childhood Special Education (EI/ECSE)*
- ✓ *Emergency medical services*
- ✓ *Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)*
- ✓ *Family to Family (F2F) or other family support organization*
- ✓ *Housing supports*
- ✓ *Medical specialists*
- ✓ *Mental health services*
- ✓ *Occupational therapy*
- ✓ *Pharmacy*
- ✓ *Physical therapy*
- ✓ *School systems, including special education*
- ✓ *Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)*
- ✓ *Speech therapy*

- ✓ *Supplemental Security Income (SSI)*
- ✓ *Transportation supports*

**Clackamas County
FY21 Activity Breakdown and Payment Schedule**

Clackamas County shall complete the following:

CaCoon Activities	SPOC Activities	PACCT Activities	Total Subcontract
\$19,731.00	\$55,246.00	\$15,000.00	\$89,977.00

With your SPOC activities, you agree to complete the following number of SPOC in the following categories. If participating in PACCT, a minimum of 3 the total SPOCs must be completed using Activate Care.

8	Re-evaluation
6	New
14	Total SPOC

Each SPOC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

a minimum of	6	must be Complex SPOCs; and
a minimum of	3	must be Transition-Focused SPOCs

Note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

This subcontract will be paid in two installments on the following schedule:

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$49,078.36	\$4,907.84	\$53,986.20
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$32,718.91	\$3,271.89	\$35,990.80
Total Funding	\$81,797.27	\$8,179.73	\$89,977.00

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement
with City of Wilsonville/Wilsonville Community Center to Provide Social
Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #5 with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
Dollar Amount and Fiscal Impact	This amendment adds \$29,483; for a revised agreement maximum of \$125,389 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	060619-A6, 060420-A4, 070920-A4, 073020-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Amendment in a format approved by County Counsel
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9271; Subrecipient #20-011

BACKGROUND:

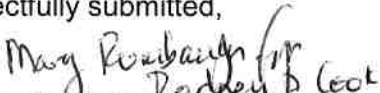
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Wilsonville area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$29,483 in funding for an updated grant maximum of \$125,389 for FY20/21. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9271	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
Prior Board Order # 060619-A6, 060420-A4, 070920-A4, 073020-A6	Program Contact: Reid, Stefanie	<input checked="" type="checkbox"/> Amend # 5 \$ \$29,483.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, May 20, 2021

CONTRACT WITH: 19-21 CityofWilsonville-Wilsonville Community Center

CONTRACT AMOUNT: \$243,792.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input type="checkbox"/> Upon Signature _____	<input checked="" type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: _____ Date Approved: _____
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.04.21 17:25:53 -07'00'

Date: _____

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 CityofWilsonville-Wilsonville Community Cente

BOARD AGENDA ITEM

NUMBER/DATE: A.3 **DATE:** 5/20/2021

PURPOSE OF

CONTRACT/AGREEMENT: Aging services subrecipient agreement for the delivery of community-based services to older adults in the Wilsonville area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

H3S CONTRACT NUMBER: 9271

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9271

Subrecipient #: 20-011

Board Agenda 060619-A6, 060420-A4, 070920-A

Amendment Number: 5

Division: Social Services

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$29,483.

This Amendment #5, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended (“agreement”);

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is \$95,906. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
4. **Grant Funds.** COUNTY’s funding of \$95,906 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

To Read:

4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$125,389**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - a. **Grant Funds.** COUNTY's funding of **\$124,789** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$600** in CSBG funding for Medicaid Home Delivered Meals to disabled persons under sixty are from CSBG funds issued to COUNTY by Oregon Housing and Community Services Dept.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

I. Amend: Exhibit 5 – Budget and Units of Services - Unit Cost Schedule

Amend:
 CITY OF WILSONVILLE - COMMUNITY CENTER
 Fiscal Year 2020-21

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA	NSIP	Other	Prog.	NO. OF	TOTAL	REIMBURSE-
	Funds 16AAORTYSS 93,044 (1)	Funds 16AAORTSCM 93,045 (2)	Funds 16AAORTJHD 93,045 (3)	Funds CARES-ACS 93,045 (4)	Funds 16AAORT3PH 93,043 (5)	Match N/A (6)	Funds 16AAGRNSIP 93,053 (7)	State Funds (8)	Income (9)	UNITS (10)	COST (11)	MENT RATE (12)
Case Management	\$2,106					234				73.02	\$2,340	\$28.84
Reassurance	\$1,894					211				66.85	\$2,105	\$28.33
Info. & Assistance	\$1,460					162				65	\$1,622	\$22.46
Transportation	\$5,371					597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION					\$2,860	0				38.1 Classes	\$2,860	\$32.87
OAA NSIP Food Service		\$11,462	\$6,451	\$7,127		2,217	\$10,395		\$15,940	16,500	\$55,512	\$2.27
OAA Meal Site Mngt.		\$17,502	\$12,883	\$10,865		3,379				16,500	\$44,829	\$2.50
Site Purchased Meals - Restaurant		\$475	\$875	\$2,160		N/A				360	\$3,510	\$9.75
OPI/HDM						0		0			\$0	
TOTALS	\$10,831	\$29,459	\$22,209	\$20,152	\$2,860	\$6,800	\$10,395	\$0	\$15,940		\$118,546	

Source of OAA Match - Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$95,906

Federal Award Total \$ 95,906

TO READ: Exhibit 5 – Budget and Units of Services – Unit Cost Schedule

To Read:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2020-21

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA	NSIP	Other	Prog.	NO. OF	TOTAL	REIMBURSE-
	Funds	Funds	Funds	Funds	Funds	Match	Funds	State	Income	UNITS	COST	MENT RATE
	16A40RT3SS	16A40RT3C1	16A40RT3H2	CARES ACS	16A40RT3PH		16A40RT3SP	Funds				
	93,044	93,045	93,045	93,045	93,043	N/A	93,053					
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Case Management	\$2,106					234				73.02	\$2,340	\$28.84
Reassurance	\$1,894					211				66.85	\$2,105	\$28.33
Info. & Assistance	\$1,460					162				65	\$1,622	\$22.46
Transportation	\$5,371					597				1,343	\$5,958	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION										38.1		
					\$2,860	0				Classes	\$2,860	\$32.87
OAA HDM Assessments				2884		0				100	\$2,884	\$28.84
OAA/NSIP Food Service		\$14,073	\$14,780	\$7,983		3,208	\$15,945		\$20,410	21,260	\$76,399	\$2.48
OAA Meal Site Mngt.		\$20,048	\$21,056	\$12,169		4,571				21,260	\$57,844	\$2.51
Site Purchased Meals - Restaurant				\$2,160		N/A				270	\$2,160	\$8.00
CSBG CARES - Under 60 HDM						0		600		100	\$600	\$6.00
TOTALS	\$10,831	\$34,121	\$35,836	\$25,196	\$2,860	\$8,984	\$15,945	\$600	\$20,410		\$154,782	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations



CONTRACT AMOUNT: \$125,389

Federal Award Total \$ 124,789

City of Wilsonville – Community Center
Subrecipient Grant Agreement #20-011, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

City of Wilsonville	CLACKAMAS COUNTY
 By: _____ Bryan Cosgrove, City Manager	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
Date _____ Approved as to Content:	Signing on Behalf of the Board:
 Brian Stevenson, Senior Services Manager	_____ Tootie Smith, Chair
4/13/21 Date _____	5/20/2021 Date _____

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #166036 with the State of Oregon,
Acting by and through its Oregon Health Authority, for the operation and financing of
Community Mental Health, Addiction Treatment, Recovery & Prevention Services,
and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County
Dollar Amount and Fiscal Impact	Revenue contract with a maximum value of \$8,324,692.18
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority
Duration	Effective January 1, 2021 and terminates December 31, 2021
Previous Board Action	2019-21 biennial agreement was reviewed and approved by Board June 20, 2019, Agenda Item 062019-A10
Counsel Review	Reviewed and approved by Counsel February 17, 2021
Procurement Review	Was this item reviewed by Procurement? No. Item is an intergovernmental revenue agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Program Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

This Agreement is effective January 1, 2021 and terminates December 31, 2021, with a maximum value of \$8,324,692.18.

RECOMMENDATION:

Staff recommends Board approval of this Intergovernmental Agreement.

Respectfully submitted,

*Mary A. Rombough
for Rodney A. Cook*

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 166036, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Clackamas County _____ by email.

Contractor's name

On _____
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

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

AGREEMENT #166036

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

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

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the Local Plan as agreed upon between OHA and County.

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on January 1, 2021. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2021.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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

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

3. Signatures.

Clackamas County

By:

_____	Tootie Smith	Chair	5/20/2021
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on January 29, 2021; email in Contract file.

OHA Program:

Approved by Sheryl Derting on February 4, 2021; email in Contract file.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

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

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..
9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Services Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Intoxicated Driver Program Fund (IDPF)	A&D 65
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83

Service Name	Service Code
Problem Gambling, Client Finding Outreach Services	A&D 84
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05
Crisis and Acute Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-Residential Community Mental Health Services For Adults, Children and Youth	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Mental Health Crisis Services For Adults and Children	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

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

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Veterans Peer Delivered Services	MHS 16A
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

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

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION –
ADDICTION TREATMENT, RECOVERY & PREVENTION
AND PROBLEM GAMBLING SERVICES**

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

a. **Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

b. **Performance Requirements**

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

No special reporting requirements.

c. **Financial Assistance Calculation, Disbursement, and Confirmation of
Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

2. **Service Name:** START-UP
Service ID Code: A&D 60

a. **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award." Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit K, "Start-Up Procedures," that will be needed to provide the Services planned and to be delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit K, "Start-Up Procedures," which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," County shall prepare and submit electronically, to

amhcontract.administrator@dhsosha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, "Start-Up Procedures." Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment Start-Up, and Settlement Start-Up language.

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

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

a. **Service Description**

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

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

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

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

b. **Performance Requirements**

- (1) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions,” County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the

Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, "Drug Treatment Court" means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

- (3) Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual's clinical record:
- (a) Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Address the interaction of the substance-related and mental health disorders in assessing each Individual's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (c) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (d) The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - (e) In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.
 - (f) Involve the family or significant others of the Individual in the treatment process;
 - (g) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (h) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and

- (i) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.
- (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
 - (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
 - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

c. **Reporting Requirements**

See Exhibit E, 10.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

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

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

a. **Service Description**

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

b. **Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsosha.state.or.us written quarterly summary reports on the delivery of A&D 62 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - (b) If the parent of dependent child(ren) are TANF eligible.

e. **Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation

Use Payment and Confirmation language.

5. **Service Name:** PEER DELIVERED SERVICES
Service ID Code: A&D 63

a. **Service Description**

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

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

Facilitating Centers provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

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

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

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

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

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

Peer Support Specialists are individuals as defined in OAR 309-019-0105(81), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Population to be served, Eligible population, or Participants: Individuals with Substance Use Disorders and who are seeking recovery are the target population.

b. Performance Requirements

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

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

- (1) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (4) Documented and regularly reviewed by the Individual receiving Services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (1) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsosha.state.or.us.
- (2) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
 - (b) Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
 - (c) Breakdown of Service received;
 - (d) Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
 - (e) Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
 - (f) Number of Individuals who remained crime-free during Service participation; and
 - (g) Number of Individuals served who are being retained from the previous quarter.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

6. **Service Name:** HOUSING ASSISTANCE
Service ID Code: A&D 64

a. Service Description

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing designated “alcohol and drug free,” as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this and succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

b. Performance Requirements

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees, moving and storage costs, payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are furnishings, appliances, household supplies and equipment; barrier removal expense not eligible are any payments made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Information and data as required on the OHA-provided reporting template;
- (2) Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
 - (a) Amount expended for staff positions (Housing Coordination)
 - (b) Amount expended for administration.
 - (c) Amount expended for move-in and barrier removal services (Residential Costs);
 - (d) Amount expended for Rental Assistance and
- (3) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements

See Exhibit D, Payment, Settlement, and Confirmation
Use Payment and Confirmation language.

7. **Service Name:** INTOXICATED DRIVER PROGRAM FUND (IDPF)
Service ID Code: A&D 65

a. **Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (1) Eligible Services to Individuals who have been adjudicated for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

Definitions

- (1) “Eligible Individual” means an Individual who:
 - (a) Is not eligible for Medicaid or is underinsured; and
 - (b) Demonstrates a need for financial assistance based on an income below 200% of the federal poverty guidelines.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically appropriate services for Individuals diagnosed with a substance use disorder

b. **Performance Requirements**

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Eligible Services are limited to:
 - (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (4) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or

- (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
- (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (5) OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.
- (6) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of IDPF Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County is responsible for documenting consent for disclosure compliant with 42 CFR Part 2 as necessary to comply with the reporting requirements in this section.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Confirmation language.

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

Service ID Code: A&D 66

a. Service Description

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

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

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

- (a) Counseling and education about HIV and tuberculosis (TB);
- (b) Risks of sharing needles;
- (c) Risks of transmission to sexual partners and infants;
- (d) Steps to ensure that HIV and TB transmission does not occur;
- (e) Referral for HIV or TB treatment services, if necessary;
- (f) Counseling on the effects of alcohol and drug use on the fetus; and
- (g) Referral for prenatal care.

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

- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
 - A. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 - B. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the

Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

- C. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
 - I. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - II. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “**Intensive Community Services**” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - III. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.
 - D. Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- (b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
- A. Brief motivational counseling;
 - B. Supportive Services to facilitate participation in ongoing treatment; and

- C. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

(c) Therapeutic Interventions:

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 (when providing Services for Individuals with co-occurring mental and Substance Use 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 Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- E. Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

- A. Continuity of care Services includes:
 - I. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - II. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
 - III. Facilitate access to Services and supports provided in the community and Individual's home designed to

assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

IV. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

B. Recovery Management Services includes:

I. Continuous case management;

II. Monitoring of conditions and ongoing recovery and stabilization;

III. Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and

IV. Transition planning that addresses the Individual's needs and goals.

b. **Performance Requirements**

(1) A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.

(2) The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.

(a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.

(b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.

(c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
 - A. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - B. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

- C. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- D. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsosha.state.or.us written quarterly summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Settlement language.

9. **Service Name:** **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

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

a. **Service Description**

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

Housing/lodging services includes;

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens; sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

b. **Performance Requirements**

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

10. **Service Name:** **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

a. Service Description

- (1) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
 - (a) Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - (b) Prevent Problem Gambling.
- (2) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, completed using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>; and submitted electronically to OHA at: amhcontractadministrator@dhsoha.state.or.us. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the OHA approved County Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

b. Performance Requirements

- (1) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, who shall be responsible for:
 - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Planning frameworks shall demonstrate the following: assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - (b) Utilizing community assessment to identify trackable outcome measurements within implementation plan;
 - (c) Implementing problem gambling prevention activities each quarter related to their identified goals in their implementation plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - (d) Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting it electronically to OHA through the Problem Gambling Prevention Data Collections System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>;
 - (e) Preparation of reports, as described in the "Special Reporting Requirements" section below;

- (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
 - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within two years from the date of hire. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pges/Prevention.aspx>;
 - (h) Attend a minimum of 15 hours of OHA Problem Gambling Services approved trainings per biennium, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and.
 - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule for visit, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.
- (2) In accordance with OHA's Trauma Informed Care (TIC) Policy, as described in Exhibit D, "Special Terms and Conditions," County's CMHP providing A&D 80 Services shall have: a TIC plan; TIC as a core principle in CMHP's policies, mission statement, and written program/service information; initiated and completed an agency self-assessment; and a quality assurance structure/process to further develop and sustain TIC.
 - (3) The Problem Gambling Prevention Implementation Plan shall include details of the Services to be provided by County and must include as many of the Six Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities, and Environmental Strategies). The Six CSAP Strategies with Examples may be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

County shall not spend greater than 25% of their total allocation on the purchase of a product or supply unless preauthorized by OHA Problem Gambling Prevention Specialist. Problem Gambling Prevention funds are intended to support FTE for the integration and direct service of problem gambling prevention services.

The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County's Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Problem Gambling Prevention Implementation Plan.

c. **Special Reporting Requirements**

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Data Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, no later than 45 calendar days following the end of each quarter November, February, May, and August, with respect to Services provided in the prior quarter.
- (2) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.
- (3) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

11. **Service Name:** **PROBLEM GAMBLING TREATMENT SERVICES**
Service ID Code: **A&D 81**

a. Service Description

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to:
 - i. clinically significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - (b) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household, as listed within the most current version of the International Classification of Disease (ICD), as it relates to problem gambling.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, and rehabilitation services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, and family counseling.
 - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-finding/referral pathway development and maintenance: Treatment-specific outreach is targeted outreach for which the primary purpose is to get disordered and problem gamblers and, if appropriate, their family members into treatment through screening, identification and referrals from entities such as social service, allied health, behavioral health and criminal justice organizations.
 - (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs and/or SUD’s treatment programs within County or subcontractors with screening, identification and referral to A&D 81 Services.

- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product. Providers must request a waiver, to provide Services to out of state residents, using the Out of State Variance Form, located at: <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the request to OHA electronically at the email address provided on the form.

b. Performance Requirements

- (1) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 “Certification of Behavioral Health Treatment Services,” for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 “Outpatient Behavioral Health Services,” as such rules may be revised from time to time.
- (2) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 81 Services are as follows:

- (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [50%]of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
- (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than [95%.]
- (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 81 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

(3) Technical Assistance and Program Development

- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (c) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (d) A&D 81 Services are limited to [12] months per Individual. This Service limitation will count [12] consecutive months, starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the [12] month Service limitation by completing the Length of Stay Variance Form, located at:<https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the form to OHA electronically at the email address provided on the form. The request for a waiver must

be received no less than 30 calendar days prior to exceeding the [12] month Service limitation period and shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers, if approved, will be for fixed periods of time.

- c. Continuing care or aftercare is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual's termination or discharge date. Special Reporting Requirements

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 81 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual located at <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>.

- (1) Intake Data: The enrollment record abstracting form and the gambling client survey must be collected and submitted within [14] calendar days of the first face-to-face treatment contact with an Individual.
- (2) Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session .

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.
- (5) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process, or needs to OHA upon request.

(4) Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

- (a) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (b) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (c) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (d) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

- (e) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

12. **Service Name:** PROBLEM GAMBLING RESIDENTIAL SERVICES
Service ID Code: A&D 82

a. **Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Problem Gambling Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. **Performance Requirements**

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
 - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must

not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
 - (d) **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
 - (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%]of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
 - (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than [95%.]
 - (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 82 services shall have a TIC plan and have TIC appear as a core principle in CMHP policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.
- (3) **Technical Assistance and Program Development**
- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/pages/Treatment.aspx>.
 - (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. Information to be submitted to OHA/PGS approved management information system, ~~n-contractor~~. All Providers of A&D 82 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data**: The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Client Consent Form**: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) **Encounter Data Reporting Requirements**: All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note that includes a description of the session.

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) **Discharge Data**: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (5) **Trauma Informed Care**: County shall submit written report related to trauma informed care activities, process, or needs to OHA upon request.

d. **Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

- (4) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

13. **Service Name:** **PROBLEM GAMBLING RESPITE TREATMENT SERVICES**

Service ID Code: **A&D 83**

a. **Service Description**

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement outpatient Problem Gambling Treatment Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 days residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".
 - (b) Respite Care Service (1-14 days residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and
 - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."
- (2) Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.
- (3) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. **Performance Requirements**

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced allotments based on insufficient data or performance requirements identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be 5 business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
 - (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
 - (3) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than [95]%.
 - (4) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County’s CMHP providing A&D 83 Services shall have a TIC plan and have TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information. County’s CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.
- (c) **Technical Assistance and Program Development**
- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 83 Services shall comply with the current OHA approved problem gambling treatment data collections system. User Manual located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data**: The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Encounter Data Reporting Requirements**: All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session.

- (3) **Discharge Data**: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (4) **Trauma Informed Care (TIC)**: County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in

the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.

- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

14. **Service Name:** **PROBLEM GAMBLING, CLIENT FINDING/REFERRAL
PATHWAYS OUTREACH SERVICES**

Service ID Code: **A&D 84**

a. **Service Description**

A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- (1) Outreach aimed at increasing the number of clients receiving outpatient treatment services;
- (2) Targets a specific vulnerable population;
- (3) Involves repeated contact and the development of a relationship with another professional provider; and
- (4) Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals.

b. **Performance Requirements**

- (1) County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:
 - (a) Development and implementation of Biennial Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
 - (b) Overseeing and coordinating A&D 84 Services provided in the County; and
 - (c) Preparing the quarterly and annual reports as described in the "Special Reporting Requirements" section below.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Description of results in achieving the goals and outcomes set forth in the Biennial Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
- (2) Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written annual report on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit E, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

15. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**
Service ID Code: **MHS 01**

a. **Service Description**

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. **Performance Requirements**

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

- (b) The development of a treatment plan to:
 - i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
 - (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
 - (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
 - (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.
- c. **Special Reporting Requirements**
None.
- d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**
See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

16. **Service Name:** AID AND ASSIST CLIENT SERVICES
Service ID Code: MHS 04

a. **Service Description**

MHS 04 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These Services are required to restore an Individual’s ability to aid and assist in their own defense, before the Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

(1) Restoration Services include:

- (a) Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
 - i. Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - ii. Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - iii. Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (b) Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - i. Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - ii. Collaboration and coordination with community corrections;
 - iii. Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - iv. Participation in Mental Health and Law Enforcement collaboration meetings; and
 - v. Communication of court ordered requirements, limitations, and court dates.
- (c) Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:
 - i. Case management;
 - ii. Skills training;

- iii. Crisis services;
 - iv. Individual or group therapy;
 - v. Alcohol and drug addiction treatment; and
 - vi. Psychiatric prescription management and medication education.
- (d) Administrative activities related to the Restoration Services described above, including but not limited to:
- i. Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
 - ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- (2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

b. Performance Requirements

Providers of MHS 04 Services funded through this Agreement:

- (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
- (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall provide the following information per month for each subject quarter:

- (1) For Individuals who have a community consultation completed, provide the following information:
 - (a) Individuals' name;
 - (b) Gender;
 - (c) Date of birth

- (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living Situation;
 - (h) Consultation referral date;
 - (i) Consultation face-to-face date;
 - (j) Date the findings report was provided to the court;
 - (k) Recommendation from the findings report provided to the court; and
 - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
 - (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living situation;
 - (h) Beginning date of restoration services; and
 - (i) Description of services provided.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

17. Service Name: ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)
Service ID Code: MHS 05

a. Service Description

(1) **Definitions:**

- (a) **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
- i. Low client to staff ratios;
 - ii. Providing Services in the community rather than in the office;
 - iii. Shared caseloads among team members;
 - iv. 24-hour staff availability;
 - v. Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
 - vi. Time-unlimited Services.
- (b) **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- (c) **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting

ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.

- (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
- i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.

(2) **Services:**

- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
- i. A team approach;
 - ii. Community based;
 - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - iv. Time-unlimited Services;
 - v. Flexible Service delivery;
 - vi. A fixed point of responsibility; and
 - vii. 24/7 crisis availability.
- (b) MHS 05 Services include, but are not limited to:
- i. Hospital discharge planning;
 - ii. Case management;
 - iii. Symptom management;
 - iv. Psychiatry services;
 - v. Nursing services;
 - vi. Co-occurring substance use and mental health disorders treatment services;
 - vii. Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - viii. Life skills training; and
 - ix. Peer support services.

- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
 - i. Psychiatrist or Psychiatric Nurse Practitioner;
 - ii. Psychiatric Nurse(s);
 - iii. Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - iv. Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - v. Substance Abuse Treatment Specialist;
 - vi. Employment Specialist;
 - vii. Housing Specialist;
 - viii. Mental Health Case Manager; and
 - ix. Certified Peer Support Specialist.

b. Performance Requirements

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or
- (2) Adding additional ACT Team(s).

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - (a) Number of referrals received during each quarter;
 - (b) Number of Individuals accepted during each quarter;
 - (c) Number of Individuals admitted during each quarter; and
 - (d) Number of Individuals denied during each quarter and the reason for each denial.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

18. **Service Name:** CRISIS AND ACUTE TRANSITION SERVICES (CATS)

Service ID Code: MHS 08

a. **Service Description**

MHS 08 –Crisis and Acute Transition Services (CATS) are designed to provide a community-based alternative to Emergency Department “boarding” for children, youth, and young adults (Individuals) in need of acute psychiatric treatment, who are awaiting inpatient psychiatric hospitalization.

The program includes and requires brief crisis services, stabilization, and transition to community-based supports and services when Individuals from birth through 24 years of age present to emergency departments or crisis centers and are at risk of admission for psychiatric or behavioral crises. Programs must serve all Individuals presenting in the settings indicated above, including those with public, private, or no insurance.

b. **Performance Requirements**

- (1) **Eligible Population:** Individuals from birth through 24 years of age who have symptoms consistent with psychiatric or serious emotional disorders, and present at program partner Emergency Departments or community crisis centers (those that have a contractual agreement with the OHA Contract holder or County). This includes Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program. Programs are expected to maximize this funding to enhance an existing continuum of crisis and acute care for Individuals and families through the provision of the elements listed below.
- (2) **Clinical, Social, and Residential Services Provided:**
 - (a) These Services are appropriate when the Individual is given a mental health and safety assessment, has reached an established level of acuity (through administration of a standardized acuity measure), and it is deemed safe, appropriate, and optimal to refer them to a CATS program.
 - (b) Clinical Services normally last up to 45 calendar days, or as long as is necessary to provide the Individual and their family with sufficient stabilization and support to establish strong connectivity with community-based supports.
 - (c) Initial contact from the clinical team will occur within 1-3 hours of the referral. Within 72 hours of the referral, both the family partner and the clinical team will meet with the Individual and family together. Contacts should be as frequent as is necessary for the goals of the project to occur, in person as much as possible, but no less than twice per week.
- (3) CATS programs are team-based. Each team provides an array of recovery-oriented agency or community-based services and supports, including, but not limited to:

- (a) Functioning as a collaborative unit, sharing duties, information and support for each Individual and family. This requires ongoing and frequent communication, supportive interagency processes, and intentional organization to support the provision of CATS as a model of coordinated care. The work is organized and agreed upon through a Memo of Understanding (MOU) between each program's partners, to be submitted to OHA within 45 calendar days of the execution of the contract. Hospitals must be partners in the service design and delivery;
- (b) Conducting assessment, that includes mental health assessment, safety assessment, acuity level and safety plan prior to discharge from crisis center or emergency department;
- (c) Alleviating the immediate crisis through connections to the family and Individual, and work with mental health team members;
- (d) Providing CATS Guidebook for Families, or the equivalent, describing to the Individual and family the anticipated experience in the CATS program, and providing Individuals and families with relevant and individualized psycho-social information. An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact Contractor via email to notify Contractor of approval;
- (e) Establishing with the family and Individual a transition plan designed to safely prevent readmission to the emergency department, and improved access and connectivity to community resources;
- (f) Conducting a closing meeting (in-person or via phone) must be completed with the family prior to transitioning care, and data must be collected at this meeting. If the team is unable to have a closing meeting with the family, documentation explaining the circumstances is required;
- (g) Participation in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements; and
- (h) Specific services associated with the required elements must include, but are not limited to:
 - i. Suicide-Related Interventions: Safety assessment, Counseling On Lethal Means (CALM), and lethal means counseling where needed;
 - ii. Family and Young Adult Peer Support;
 - iii. Access to and coordination of immediate resources;
 - iv. Brief mental health therapy provided during CATS participation;

- v. Rapid access to psychiatric and counseling services;
- vi. Transition to existing health and community resources; and
- vii. Use of linguistically and culturally appropriate materials for the Individual and family, necessary for them to understand and to participate fully in the CATS program.

(4) Who Can Provide These Services:

- (a) Family and youth peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Professional (QMHP), mental health therapists, and skills trainers;
 - (b) Programs must provide dedicated CATS staff and family partners. Those individuals are presented to the Individual and family as a combined resource that is the cornerstone of the CATS model;
 - (c) Recommended supplemental training might include supplemental peer and clinical training in crisis response, use of the CATS Guidebook for Families, use of the Oregon Health Sciences University (OHSU) RedCap survey, and any others that would enhance work with families in crisis; and
 - (d) Staff working in the programs must have training in suicide prevention and intervention strategies, and Trauma Informed Care (TIO), and must be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (5) Setting(s) for service delivery: Emergency departments, crisis centers, provider sites, homes, and community settings. Locations as preferred by the Individual and family, and family-inclusive safety planning.
- (6) County is required to monitor sub-contracted Services and provide initial copies of the sub-contract to OHA staff, and work with OHA staff to devise an ongoing monitoring process.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County or sites providing MHS 08 Services directly to Individuals shall submit data quarterly, as specified by OHA, directly to the Oregon Health & Science University (OHSU) RedCap Data System.

Programs are expected to meet data reporting requirements to input data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team. This includes timely collection and submission of outcome-based measures for each Individual in the program, including but not limited to, demographic and presenting referral information, KIDSCREEN-10, Crisis Assessment Tool, intervention details, and transition plan details.

- (1) Survey data that includes, but is not limited to, the following:
 - (a) Client demographics;
 - (b) Presenting diagnosis and issues;
 - (c) Diversions;
 - (d) Re-admissions;
 - (e) Response time;
 - (f) Connectivity with peer support;
 - (g) Initial contacts;
 - (h) Frequency of contact;
 - (i) Transitional service referrals; and
 - (j) Other information deemed beneficial to the development of the Service.
- (2) Programs are required to encourage and enable CATS program participants, both Individuals and family members, to participate in a follow-up study. Staff from OHSU Child and Adolescent Psychiatry Unit will follow-up with CATS participants at exit and at established post exit interviews. Data from follow-up interviews will be shared with program teams and agencies with the goal of improved services.
- (3) Programs will submit annual budget reports to OHA, detailing funds spent on specific services, staffing, administrative costs, and other costs associated with the program. In addition, programs will be asked to describe the other types of funding and insurance payments used to conduct program services.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

19. **Service Name:** JAIL DIVERSION SERVICES
Service ID Code: MHS 09

a. **For purposes of this Service Description, the following definitions apply:**

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
- (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder.

b. **Service Description**

MHS 09 Jail Diversion Services increase Mental Health’s interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

c. **Performance Requirements**

All Providers shall adopt the “**Sequential Intercept Model**” (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (1) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (2) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (3) Provide support services to prevent or curtail relapses and other crises;
- (4) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (5) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

d. **Reporting Requirements**

See Exhibit E, 10.

e. **Special Reporting Requirements**

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to, the following:

- (1) For Individuals receiving MHS 09 Services, report the following:
 - (a) Individuals name;
 - (b) Gender;
 - (c) Date of birth;
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Whether the Individual has an SPMI diagnosis;
 - (h) Identify whether the Individual received pre or post booking Services;
 - (i) Number of times Individual was arrested during the reporting period;
 - (j) Charges Individual was arrested for during the reporting period; and
 - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

20. **Service Name:** **MENTAL HEALTH PROMOTION AND PREVENTION SERVICES**

Service ID Code: **MHS 10**

a. Service Description

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of health communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences.

b. Performance Requirements

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services as listed below will be provided using funds received through this Agreement.

(1) County shall:

(a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.

(b) Support the Institute of Medicine Mental Health Promotion Classifications in the Continuum of Care Model.

i. Development and maintenance of healthy communities:

Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying prevention, community connectively, and resource dissemination activities;

ii. Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and

iii. Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.

- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
 - i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
 - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
 - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
 - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

c. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services, no later than 45 calendar days following the end of each subject term for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall contain the following information:

- (1) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
 - (a) Development and maintenance;
 - (b) Skill development; and
 - (c) Social emotional competence.
- (b) A description of how activities impacted Mental Health Promotion and Prevention Services.

d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements. Use Payment and Confirmation Requirements language.

21. **Service Name:** RENTAL ASSISTANCE PROGRAM SERVICES

Service ID Code: MHS 12

a. Service Description

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

- (1) SPMI means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
 - (a) Transitioning from the Oregon State Hospital;
 - (b) Transitioning from a licensed residential setting;
 - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
 - (d) Homeless as defined in 42 U.S.C. § 11302; or
 - (e) At risk of being homeless.

b. Performance Requirements

- (1) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff

position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (2) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (3) Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.
- (4) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (5) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (6) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - (a) Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
 - (b) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (7) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."
- (8) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (9) Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.
- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

c. Special Reporting Requirements

- (1) County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) For financial use, each report shall provide the following information for the subject quarter totals:
 - (a) Amount expended for move-in and barrier removal services;
 - (b) Amount expended for housing rental;
 - (c) Amount expended for staff positions and administration; and
 - (d) The number of housing slots rent was paid for MHS 12 Individuals.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language. In addition:

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
 - (a) Number of housing slots filled per month.
 - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a quarterly written invoice with required

attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. **Service Name:** SCHOOL BASED MENTAL HEALTH SERVICES
Service ID Code: MHS 13

a. **Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools, that are not affiliated with a School-Based Health Center providing mental health services. County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school based mental health service providers. School Based Mental Health Services providers includes a state licensed or state Qualified Mental Health Professional (QMHP), licensed under state law to provide mental health services to children and adolescents.

School based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risky behaviors, disciplinary incidents, delinquency, dropout, substance abuse, and involvement with the criminal justice system. The provision of school based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, drop out of school or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

b. **Performance Requirements**

- (1) The primary role of MHS 13 Services providers is to provide school-based direct clinical services, care coordination when indicated, and support, or provide training to school personnel as follows:
 - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Crisis services shall be prioritized.
 - (b) Provide trauma informed and coordinated care to improve school safety, provide crisis intervention, and mental health services to Individuals referred or self-referred, due to behavioral and emotional challenges, symptoms of mental illness, truancy, or behavioral issues in the classroom.
 - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.
 - (d) Collaboration with families whenever possible promotes treatment integrity and success at home and in school. When clinically indicated, collaboration with the family including family therapy, if warranted, shall occur.
 - (e) Assist with the development of programs such as Wellness, peer support programs, family support programs, Mental Health First Aid

training, and implementation of social emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through information learning opportunities. Promote discussions on topics such as conflict resolution, anxiety, depression, managing suicidal feeling, self-regulation, healthy relationships, and other topics.

- (2) Through collaboration with the school, assist and create activities to improve climate and safety for children. Assist schools with data on bullying and harassment needed for state report cards. Create mechanisms for individuals to report plans by other children, adolescents, or adults to commit violence, and report incidents of any violence, so timely intervention may occur, and promote school safety for all students.
- (3) MHS 13 Services providers shall be trained in suicide prevention, intervention and postvention. Documentation of training in Lethal Means and Safety Planning for each provider shall be submitted to OHA. MH 13 Services providers are obligated to report any known suicides in the school to their supervisor. Supervisors shall notify county staff who will report to the OHA Suicide Prevention and Intervention coordinator in accordance with OAR 309-027-0060.
- (4) If County lacks qualified Providers to deliver MHS 13 Services, County shall notify OHA in writing prior to, or as soon as services become unavailable, and implement a plan for the provision of Services in consultation with OHA.
- (5) If County would like to provide Services to other schools in addition to the identified high-risk schools, County shall notify OHA in writing. Elementary schools shall be prioritized in this process.
- (6) If schools identified as having Individuals with a high unmet mental health need decline Services, OHA reserves the right to reduce funding based on inability of the County to deliver MHS 13 Services to identified schools.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid. Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) The names and National Provider Index numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) A summary of the number of Individuals served, their Oregon Health Plan ID number, the full name of the school the student attends, the name of the therapist serving the Individual, and the number of times during that quarter the Individual and therapist met;
- (3) A summary of accomplishments with specific examples, and barriers to the implementation of MHS 13 Services shall also be provided in the report. Counties shall include in their quarterly report how the existing program addresses adverse childhood experiences, the critical mental and behavioral health challenges facing youth, and how this work promotes school and student safety;
- (4) Measure outcomes of therapy using an outcome-based tool. Make this information available to the OHA contract administrator is requested.
- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

23. **Service Name:** YOUNG ADULT HUB PROGRAMS (YAHP)

Service ID Code: MHS 15

a. Service Description

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. Performance Requirements

(1) Eligible Population:

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(2) Provide Clinical, Social, and Residential Services:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation

of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
- (b) Recovery oriented, young adult centered planning;
- (c) Creation of social support systems;
- (d) Rapid access to psychiatric and counseling services;
- (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
- (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
- (g) Peer support provided by young adult peers, participatory decision-making;
- (h) Meaningful Individual's engagement in program, community, and leadership activities; and
- (i) Skill development.

(3) Who Can Provide These Services?

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
County shall:

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

24. Service Name: **PEER DELIVERED SERVICES (PDS)**
Service ID Code: **MHS 16**

a. **Service Description**

Peer Delivered Services (MHS 16) will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of County or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child's recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA's administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion, ORS 414.635 through 414.665, OAR 410-180, and OAR 309-019-0130. PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at <https://traditionalhealthworkerregistry.oregon.gov>.

b. **Performance Requirements**

County shall use the funds awarded through this Agreement for MHS 16 to implement PDS in a manner that:

- (1) Benefits Individuals with mental health conditions;
- (2) Increases the number of Individuals certified to provide PDS;
- (3) Requires that PDS work assignments are relevant to individuals Traditional Health Worker's certification;
- (4) Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services;
- (5) Supervision shall be provided to assist program staff to increase their skills within their scope of practice, improve quality of services to Individuals, and supervise program staff and volunteers' compliance with program policies and procedures; and
- (6) For persons providing direct PDS, one of the two hours of required supervision shall be provided by a qualified Peer Delivered Services Supervisor as resources are made available.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. and include the following information:

- (1) Amount of funds spent as of the end of the reporting period;
- (2) Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- (3) Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;
- (4) Number of Individuals with mental health conditions who received PDS during the reporting period; and
- (5) Outcome measures to include:
 - (a) Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
 - (b) Improved ability to work towards recovery or establish a recovery plan;
 - (c) Reduced crisis events;
 - (d) Improved quality of life as identified by the Individuals receiving Services;
 - (e) Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;
 - (f) Increase in a social support system;
 - (g) Work and education status maintenance or improvement for adults;
 - (h) School attendance and academic improvement for youth; and
 - (i) Number of out-of-home placements in the past 90 calendar days.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

25. **Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH, AND ADULTS**

Service ID Code: **MHS 20**

a. **Service Description**

(1) Definitions:

DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

Intensive Outpatient Services means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

Intensive Treatment Services (ITS) means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTS), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

Child and Youth Needs and Strengths tool means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
<http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/>

(2) Child and Youth Mental Health Services are:

- i. Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;
- ii. Screening and assessment to identify appropriate mental health services for these Individuals;
- iii. Referral and care coordination services with respect to mental health services delivered to these Individuals;
- iv. Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and
- v. Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

- (3)** MHS 20 Services are:
- (a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
 - (b)** Community based services that shall include one or more of the following:
 - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv.** General outpatient services including, but not limited to, care coordination and case management;
 - v.** Medication and medication monitoring;
 - vi.** Meaningful Individual and family involvement;
 - vii.** Rehabilitation services including Individual, family and group counseling;
 - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.
 - (c)** Services County shall provide, but is not limited to:
 - i.** 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;
 - ii.** 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 most recently submitted and approved Local Plan; and

- iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
 - A. Brief motivational counseling; and
 - B. Supportive services to facilitate participation in ongoing treatment.

b. Performance Requirements

Child and Youth Services:

- (a) County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.
- (b) County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors?
 - i. Exceeding usual and customary services in a standard outpatient setting;
 - ii. Multiple agency involvement;
 - iii. Significant risk of out-of-home placement;
 - iv. History of one or more out-of-home placements;
 - v. Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;
 - vi. Significant caregiver stress;
 - vii. School or child care disruption due to mental health symptomology;
 - viii. Elevating or significant risk of harm to self or others; and
 - A. History of abuse or neglect;
 - B. Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;
 - C. Significant relationship disturbance between parent(s); and
 - D. Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral ser-regulation, multiple developmental delays).
- (c) Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.
- (d) County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.

- (e) County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0150(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

- i. Name and contact information of the care coordinator;
- ii. List of child and family team members;
- iii. The current mental health assessment within the last 60 calendar days;
- iv. Service Plan;
- v. Other clinical documentation or collateral information.
- vi. When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children's Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:
 - A. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;
 - B. Documentation of the identified mental health provider;
 - C. Clinical documentation;
 - D. Care coordinator, child or youth, and family team members; and
 - E. The Service Plan.

When an Individual has insurance coverage through a third-party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

- vii. Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.
- viii. County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

Adult Services:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

(4) Special Reporting Requirements

- (a) The Child and Youth Needs and Strengths (CANS) reporting and analytics system will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, assess success of interventions, and monitor outcomes. County shall report using the CANS system for date and outcomes in a manner prescribed by OHA.
- (b) County shall provide a written report to <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, within 30 calendar days following the end of the contract period, that shows the total funding spent during the life of the Agreement for both Child and Youth, and for Adults. County shall provide additional follow-up report(s) upon OHA's reasonable request.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation.

Use Payment and Confirmation language. In addition,

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

26. **Service Name:** ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES

Service ID Code: MHS 24

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).

- (a) Services may only be delivered to the following Individuals:
 - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or

- iii. An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 Services), provided that service capacity is available and the Individual satisfies one or more of the following criteria:
 - A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric Services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (b) Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.
- (c) Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:
 - i. OAR 309-008-0100 through 309-008-1600 “Behavioral Health Treatment Services”
 - ii. OAR 309-033-0200 through 309-033-0970 “Involuntary Commitment Proceedings”
 - iii. OAR 309-032-0301 through 309-032-0890 “Community Treatment and Support Services” Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.
- (d) Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual’s admission to and discharge from the Provider’s facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:
 - i. Individuals who have been determined appropriate for LTTPC Services by a representative of OHA but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an OSH or Extended Care Program;
 - ii. Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a CCO under contract with OHA; and
 - iii. Individuals who have been determined to be eligible for Services and are entered into the OP/RCS or its successor.
 - iv. Individuals who have been determined eligible for Services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to be billed through the OHA Medicaid Management Information System on a Fee for Service basis.
 - (b) Services include, but are not limited to:
 - i. Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and
 - ii. Rehabilitative interventions include, but are not limited to therapy, medications, skills training, and mental health assessments or consultations.
 - (c) Notwithstanding the requirements above, OHA will provide financial assistance to County for the cost of Services, from the date of the LTTPC determination until the date of discharge to LTTPC, for Individuals enrolled with a CCO on the date of the LTTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTTPC.
 - (d) Requests for LTTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care Service for which the CCO is responsible, must be reviewed by OHA.
 - (e) Appropriate candidates for LTTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.

- (f) When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:
 - i. The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:
 - A. A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;
 - B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
 - C. Clinical documentation including, but not limited to, Physician’s History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or
 - ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g) Ineligibility:
 - i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
 - ii. Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.
- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).
- (i) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (j) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO’s request for LTPC.

- (k) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(1) **Acute Psychiatric Inpatient Services:**

County shall submit electronically, to amhcontract.administrator@state.or.us, an annual accounting report of financial assistance by August 31st for the prior state fiscal year.

(2) **Intermediate Psychiatric Inpatient Services:**

Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS), within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

d. **Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

(1) **Acute Psychiatric Inpatient Services**

Use Part A payment language.

(2) **Intermediate Psychiatric Inpatient Services**

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) **Calculation of Financial Assistance:**

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) **Disbursement of Financial Assistance:**

- i. Invoices shall be submitted electronically, to amhcontract.administrator@state.or.us, with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.

- ii.** All payments made to County under this Agreement are subject to recovery by OHA as follows:

 - A.** If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover from County the amount of the refund or disallowance and any applicable OHA matching funds.
 - B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:

 - A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
 - B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit G, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

- v. OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. **Service Name:** COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN

Service ID Code: MHS 25

a. Service Description

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available mental health crisis assessment, triage, and intervention Services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.
- (b) **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.
- (d) **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.
- (e) **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
- (f) **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the most integrated setting possible, and to avoid unnecessary hospitalization, inpatient

psychiatric treatment, involuntary commitment, and arrest or incarceration.

- (g) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
 - (h) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105104) as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall include, but are not limited to, the following:
- (a) Provide Crisis Services to 24 hours a day, 7 days a week face-to-face or telephone Screening to determine the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
 - (e) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
 - (f) Connect the Individual with ongoing Services and supports;
 - (g) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
 - (h) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
 - (i) Mobile Crisis Services:
The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to

urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0151 including, but not limited to:

- i.** 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (in accordance with OAR 309-019-0125(10) or Qualified Mental Health Associate (QMHA) (in accordance with OAR 309-019-0125(9)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
- ii.** A face-to-face therapeutic response delivered in a public setting at locations in the community where the Crisis arises including, but not limited to, an Individual's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;
- iii.** Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of Services shall maintain as the primary goal with diversion from hospitalization and incarceration through clinically appropriate Community-based supports and Services;
- iv.** County shall respond to Crisis events in its respective geographic service area with the following maximum response times:
 - A.** Counties classified as "urban" shall respond within 1 hour.
 - B.** Counties classified as "rural" shall respond within 2 hours.
 - C.** Counties classified as "frontier" shall respond within 3 hours.
 - D.** Counties classified as "rural" and "frontier" shall contact an Individual experiencing a Crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial Crisis call.
- v.** Eliminating the need for transportation (frequently provided by law enforcement officers or emergency services) to a hospital's emergency department or a community crisis site;
- vi.** Are not intended to be restricted to services delivered in hospitals or at residential programs;

- vii. Mental Health Crisis assessment;
- viii. Brief Crisis intervention;
- ix. Assistance with placement in crisis respite or residential services;
- x. Initiation of commitment process, if applicable;
- xi. Assistance with hospital placement;
- xii. Connecting Individuals with ongoing supports and Services; and
- xiii. Coordination with Crisis Line Services providers to support seamless transitions of care.

(j) Provide disaster response, Crisis counseling Services to include:

- i. Responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
 - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
- ii. Assisting CMHP’s in the provision of these Services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. **Performance Requirements**

- (1) County shall comply with OAR 309-019-0100 through 309-019-0320, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to the following :

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
 - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
 - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.
- (10) Reason for exceeding maximum response time (if applicable).

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

In addition:

The Part C financial assistance does not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

28. **Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT) , as specified in Exhibit C, “Financial Assistance Award,” and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (1) Care coordination and residential case management services;
- (2) Vocational and social services;
- (3) Rehabilitation;
- (4) Support to obtain and maintain housing (non-JPSRB only);
- (5) Abuse investigation and reporting;
- (6) Medication (non-JPSRB only) and medication monitoring;
- (7) Skills training;
- (8) Mentoring;
- (9) Peer support services;
- (10) Emotional support;
- (11) Occupational therapy;
- (12) Recreation;
- (13) Supported employment;
- (14) Supported education;
- (15) Secure transportation (non-JPSRB only);
- (16) Individual, family and group counseling and therapy;
- (17) Rent Subsidy (non-JPSRB only); and
- (18) Other services as needed for Individuals, at the sole discretion of OHA.

b. Performance Requirements

- (1) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults In Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (2) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (1) Number admitted;
- (2) Number transitioning;
- (3) Number and nature of program supports provided to all residents;
- (4) Percentage change in residents' feelings of well-being, support and connectivity;
- (5) Type and number of community-based supports residents accessed or participated in; and
- (6) Type and number of goals accomplished by residents.

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation requirements.

Use Payment and Confirmation language.

In addition:

- (1) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

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

Service ID Code: MHS 27

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no time line. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (e) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (f) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

- (1) Services to Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- (f) The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
 - (g) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (2) Services to JPSRB or Youth & Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
 - (3) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.
 - (4) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

- (a) County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
 - A Number admitted;
 - B Number transitioning;
 - C Number and nature of program supports provided to all Individuals;
 - D Percentage change in Individuals' feelings of well-being, support and connectivity;
 - E Type and number of community-based supports Individuals accessed or participated in; and
 - F Type and number of goals accomplished by Individuals.
 - ii. In addition, all programs shall administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool.
- (b) County shall complete and deliver to OHA the Personal Care Data Form For Residential Facilities for any Individual receiving MHS 27 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider, the Individual is transferred

to another Provider of MHS 27 Services, MHS 27 Services to the Individual end, or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (a) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award:.

30. **Service Name:** RESIDENTIAL TREATMENT SERVICES
Service ID Code: MHS 28

a. **Service Description**

(1) Residential Treatment Services (MHS 28) are:

- (a) Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
- (b) Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:

- (a) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- (b) Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
- (c) Management of personal money and expenses;
- (d) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
- (e) Provision of care including assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0163(10).

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR 309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." Agreement, termination of OHA's The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

31. **Service Name:** **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
 - i.** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - ii.** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii.** Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - iv.** Implementing board-approved modifications of Conditional Release Orders;
 - v.** Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (b) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i. Additional staffing;
- ii. Transportation;
- iii. Interpreter services;
- iv. Medical services and medications;
- v. Rental assistance, room and board, and person and incidental funds;
- vi. Payee
- vii. Guardianship (initial and ongoing) costs;
- viii. To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and
- ix. Non-medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

b. Performance Requirements

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

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

Service ID Code: MHS 31

a. **Service Description**

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

b. **Performance Requirements**

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. **Service Name:** ADULT FOSTER CARE SERVICES
Service ID Code: MHS 34

a. **Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice¹, dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

¹ https://www.ada.gov/olmstead/q&a_olmstead.htm

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

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

- i. Foster Home License or Certification Application;
 - ii. Foster Home Inspection Form;
 - iii. Criminal History Check;
 - iv. A letter of support in the form and substance attached as Attachment #1, and
 - v. Any other information necessary for licensing or certifying the residences.
- (b) For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
- i. Maintaining and distributing copies of OHA's "Basic Training Course and Self-Study Manual" and associated video tapes; and
 - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

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

c. **Reporting Requirements**

See Exhibit #, 10.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;"

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee

Date of signature

34. **Service Name:** **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

a. **Service Description**

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

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

b. **Performance Requirements**

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. **Service Name:** PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)

Service ID Code: MHS 36

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
 - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

36. **Service Name:** START-UP

Service ID Code: MHS 37

a. **Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit J, that will be needed to provide the services planned and delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language

37. **Service Name:** SUPPORTED EMPLOYMENT SERVICES
Service ID Code: MHS 38

a. **Service Description**

(1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link: https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. Performance Requirements

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

(a) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.

(b) Quarterly reports shall include, but are not limited to:

- i. Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
- ii. Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
- iii. Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

38. **Service Name:** PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

Service ID Code: MHS 39

a. **Service Description**

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(11), and co-occurring Substance Use Disorders (SUD) who experience homelessness or are at imminent risk of becoming homeless. PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services;
- (5) Substance use disorder treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 - (c) Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;
 - (d) Referring eligible Individuals for such other services as may be appropriate; and

- (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such Act and if the representative payee applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and
- (10) No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services as specified in 42 U.S.C. § 290cc-22(b)(10), which are:
 - (a) Minor renovation, expansion, and repair of housing;
 - (b) Planning of housing;
 - (c) Technical assistance in applying for housing assistance;
 - (d) Improving the coordination of housing services;
 - (e) Security deposits;
 - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
 - (g) One-time rental payments to prevent eviction.

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

b. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - (b) Medicaid or Medicare;

- (c) Veterans Administration Benefits; and
 - (d) SNAP.
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with 42 U.S.C. § 290cc-21; and
- (5) Provide, at a minimum, the following:
- (a) At least 58% of PATH-eligible Individuals contacted through outreach must be enrolled in PATH Services;
 - (b) At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;
 - (c) Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing unless waived in writing by the OHA Contract Administrator based on documented lack of affordable housing resources in the PATH Provider's identified service area;
 - (d) Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;
 - (e) Active participation in the local Continuum of Care;
 - (f) Attendance at semi-annual PATH Provider meetings;
 - (g) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (h) Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (i) Participation in annual PATH program site reviews conducted by OHA; and
 - (j) Participation in federal site reviews as needed or requested by OHA.
- (6) Service Providers who are recipients of MHS 39 funds must match directly or through donations from public or private entities, non-federal contributions toward such costs in an amount that is not less than \$1 for each \$3 of federal PATH funds allocated through MHS 39.
- (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
 - (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly and yearly reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).
- (2) Quarterly written reports documenting PATH eligible expenditures shall be electronically submitted to amhcontract.adminiatorator@state.or.us.
Quarterly and annual reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at <https://www.pathpdx.org>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements
Use Payment and Confirmation language.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

1. Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

Specialized Service: **VETERANS**

Exhibit B-2 Code: 16A

a. **Service Description** (exceeding Section 1, MHS 16)

Contractor shall:

- (1) Hire, train, and supervise Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with significant prior or current military experience;
- (2) Require that PSS or PWS acquire and maintain certification with the Oregon Health Authority, Traditional Health Worker registry, including those who identify as military veterans with current behavioral health needs;
- (3) Provide PDS in a culturally competent manner as defined in OAR 410-180-0300 through 410-180-0380 to Individuals who identify as military veterans with behavioral health needs. Activities may include, but are not limited to:
 - (a) 1:1 peer support;
 - (b) Systems navigation;
 - (c) Facilitation of support and education groups;
 - (d) Outreach; and
 - (e) Community education.
- (4) Provide program participants with funds or material supports needed to eliminate barriers to accessing health care services which will improve the veteran's behavioral health, support treatment plans, or support the veteran's recovery, or community engagement; and
- (5) Engage and serve a minimum of 25 veterans annually.

b. **Performance Requirements** (exceeding Section 2, MHS 16)

None

c. **Special Reporting Requirements** (exceeding Section 3, MHS 16)

Prepare and electronically submit to amhcontract.administrator@state.or.us quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

The following information shall be provided for each report:

- (1) Number of veterans served annually on a regular basis as shown by being enrolled in peer services, and making use of peer supports on a weekly basis;
- (2) Number of veterans offered the pre and post survey supplied by OHA;
- (3) Number of veterans completing the pre and post survey;

- (4) Survey responses for all completed surveys; and
- (5) Narrative description of program progress, successes, and barriers.

The following is an optional item to report:

- (a) Recommendations for programs in the future which may seek to build on and scale this pilot model.

(4) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures (exceeding Section 4, MHS 16)**

None

2. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES

FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 26

Specialized Service: EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)

Exhibit B-2 Code: 26A

a. Service Description (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

(1) Definitions:

- (a) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.

- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population**: EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
 - i. Have an IQ of 70 or above;
 - ii. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 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.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
 - i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths,

resources, needs, and goals, start of multi-family groups, stabilization of current situation.

- ii. Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
 - iii. Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv. Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
 - v. Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h) Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i. Rapid access to psychiatric and counseling services;
 - ii. Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii. Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv. Single family psycho-education and multi-family groups;
 - v. Support for vocational education and independent living goals consistent with IPS framework;
 - vi. Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii. Provision of substance use disorder treatment within the team
 - viii. Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
 - ix. Community-education.

- (i) Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j) Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.

(l) Additional Licensing or Certification Requirements:

The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.

- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

(3) Special Reporting Requirements (exceeding Section 4, MHS 26)

Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System.

Instructions for data entry into RedCap are located at

<http://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

(4) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Section 5, MHS 26)

None.

3. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

(1) Funds awarded for MHS 28 Services that are identified in Exhibit C, "Financial Assistance Award," as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:

- (a) A Class 1 facility (as described in OAR 309-033-0520 (2)) is approved to:
 - i. Be locked to prevent a person from leaving the facility;
 - ii. Use seclusion and restraint; and
 - iii. Involuntarily administer psychiatric medication.
- (b) A Class 2 facility (as described in OAR 309-033-0520 (3)) is approved to be locked to prevent a person from leaving the facility.

(2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:

- (a) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;
- (b) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
- (c) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;
- (5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

5. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MCD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

MODIFICATION INPUT REVIEW REPORT

PROJ: 20000

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

PROJ CODE CPM# PROVIDER EFFECTIVE DATES SLOT CHANGE/TYPE RATE

SE# FUND CODE CPM# PROVIDER EFFECTIVE DATES SLOT CHANGE/TYPE RATE STARTUP PART PART PART PAAF BASE CLIENT SPA

SE#	FUND CODE	CPM#	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	STARTUP PART	PART	PART	PAAF	BASE	CLIENT	SPA
FISCAL YEAR: 2020-2021													
63	STD	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$0.00	A	1	Y			
							\$135,801.00	\$0.00					
							\$135,801.00	\$0.00					
							TOTAL FOR SE# 63						

65	IDPF	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$2,500.00	C	1	Y			
							\$2,500.00	\$0.00					
							TOTAL FOR SE# 65						

66	BASEAD	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$234,391.55	A	1	Y			2
66	DETOX	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$11,405.75	A	1	Y			3
66	DETOX	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$4,867.25	A	1	Y			3
66	STD	-0-	CLACKAMAS CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$274,408.73	A	1	Y			2
							\$525,073.28	\$0.00					
							TOTAL FOR 2020-2021						

SE#	FUND CODE	CPM#	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	STARTUP PART	PART	PART	PAAF	BASE	CLIENT	SPA
FISCAL YEAR: 2021-2022													
63	STD	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$135,801.00	A	1	Y			
							\$135,801.00	\$0.00					
							TOTAL FOR SE# 63						
65	IDPF	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$2,500.00	C	1	Y			1
							\$2,500.00	\$0.00					
							TOTAL FOR SE# 65						

66	BASEAD	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$234,391.55	A	1	Y			2
66	DETOX	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$11,405.75	A	1	Y			3
66	DETOX	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$4,867.25	A	1	Y			3
66	STD	-0-	CLACKAMAS CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$274,408.73	A	1	Y			2

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

EFFECTIVE _____

DATES

SLOT

CHANGE/TYPE

RATE

STARTUP PART
DOLLARS ABC

PART
IN

PAAF
CD

BASE

CLIENT
CODE

SP#

FISCAL YEAR: 2021-2022

TOTAL FOR SE# 66
TOTAL FOR 2021-2022
TOTAL FOR A0000 166036

\$525,073.28	\$0.00
\$663,374.28	\$0.00
\$1,326,748.56	\$0.00

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 02/02/2021

Contract#: 166036
REF#: 000

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0000 1 These funds are for A&D 66 IDPF Services for quarterly invoices from 1/1/2021 to 12/31/2021.
- A0000 2 These funds must result in the delivery of A&D 66 Services to a minimum of 849 unduplicated individuals receiving outpatient Services and enrolled in the MCTS system on or after January 1, 2021. Up to 20% of 849 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AME/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.
- A0000 3A) These funds must result in the delivery of A&D 66 Services to a minimum of 10 unduplicated individuals receiving outpatient Services and enrolled in the MCTS system on or after January 1, 2021. Up to 20% of 10 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 02/02/2021

Contract#: 166036
REF#: 000

treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 3,400 per individual.
B) These funds are for A&D 66 Detox Services.

MODIFICATION INPUT REVIEW REPORT

MO04: 16036

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: DATE CHECKED: SLOTT CHANGE/T/TYPE

SET	FUND CODE	CEMS PROVIDER	EFFECTIVE DATES	RATE	OPERATING DOLLARS	STARTUP PRNT DOLLARS	PAST IV	PAST CD	BASE	CLIENT CODE	SET
FISCAL YEAR: 2020-2021											
1	804	SYSTEM MANAGEMENT AN	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$223,969.92	A	1	Y		1
		MHS01									
1	804	SIS MET CO-MOSSY NEA	1/1/2021 - 6/30/2021	0 / NA	\$3,940.57	\$23,643.42	A	1	Y		1
		MHS01									
1	804	SIS MET CO-MOSSY NEA	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$6,715.93	A	1	Y		1
		MHS01									
1	804	SIS MET CO-RENNISSAN	1/1/2021 - 6/30/2021	0 / NA	\$1,646.03	\$9,876.18	A	1	Y		3
		MHS01									
1	804	SIS MET CO-TRUMP ACT	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$5,241.07	A	1	Y		4
		MHS01									
1	804	SIS MET CO-PORTLAND	1/1/2021 - 6/30/2021	0 / NA	\$1,080.64	\$6,483.84	A	1	Y		2
		MHS01									
1	804	SIS MET CO-JOHNSON C	1/1/2021 - 6/30/2021	0 / NA	\$7,655.42	\$46,172.52	A	1	Y		5
		MHS01									
						\$322,102.88					
TOTAL FOR SET 1											
4	804	AID & ASSIST PROJECT	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$62,519.09	A	1	Y		
		AAP									
						\$62,519.09					
TOTAL FOR SET 4											
5	301	CRISIS AND ACUTE TRA	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$164,723.98	A	1	Y		
		BLOCK									
6	804	CRISIS AND ACUTE TRA	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$27,578.96	A	1	Y		
		CATS									
						\$192,302.94					
TOTAL FOR SET 8											
9	406	MI JAIL DIVERSION	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$115,173.22	A	1	Y		
		MI JAIL									
9	804	JAIL DIVERSION	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$4,111.01	A	1	Y		
		JAIL									
						\$119,284.23					
TOTAL FOR SET 9											
10	411	MI ME PROMO AND PREY	1/1/2021 - 6/30/2021	0 / NA	\$0.00	\$68,368.66	A	1	Y		
		NIMHEP									
						\$68,368.66					
TOTAL FOR SET 10											

MODIFICATION INPUT REVIEW REPORT

MOD: 16036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: DATE CHECKED: EFFECTIVE DATE

SY FUND CODE CWS PROVIDER SLCG CHANGE/TYPE RATE STARTUP PART PART PART CD BASE CLIENT CODE SP#

SY	FUND CODE	CWS PROVIDER	SLCG CHANGE/TYPE	RATE	STARTUP PART	PART	PART	CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021											
12	804	RENTAL ASSISTANCE	0 /NA	\$0.00	A	1	Y		\$132,000.00		
		1/1/2021 - 6/30/2021							\$132,000.00		
		TOTAL FOR SE# 12							\$0.00		
20	301	MS BLOCK GRANT	0 /NA	\$0.00	A	1	Y		\$300,000.00		
		1/1/2021 - 6/30/2021							\$0.00		
20	804	NON-RESIDENTIAL HST	0 /NA	\$0.00	A	1	Y		\$188,825.10		
		1/1/2021 - 6/30/2021							\$488,825.10		
		TOTAL FOR SE# 20							\$0.00		
24	804	ACUTE AND INTERMEDIA	0 /NA	\$0.00	A	1	Y		\$93,065.00		
		1/1/2021 - 6/30/2021							\$93,065.00		
		TOTAL FOR SE# 24							\$0.00		
25	301	MS BLOCK GRANT	0 /NA	\$0.00	A	1	Y		\$3,402.72		
		1/1/2021 - 6/30/2021							\$0.00		
25	804	COMMUNITY CRISIS SER	0 /NA	\$0.00	A	1	Y		\$978,173.11		
		1/1/2021 - 6/30/2021							\$0.00		
25	806	MI CRISIS SERVICES	0 /NA	\$0.00	A	1	Y		\$172,120.89		
		1/1/2021 - 6/30/2021							\$0.00		
25	806	MI CRISIS SERVICES-M	0 /NA	\$0.00	A	1	Y		\$27,441.77		
		1/1/2021 - 6/30/2021							\$1,161,138.45		
		TOTAL FOR SE# 25							\$0.00		
26	411	MI BASA SERVICES	0 /NA	\$0.00	A	26A	1	Y	\$174,637.53		
		1/1/2021 - 6/30/2021							\$174,637.53		
		TOTAL FOR SE# 26							\$0.00		
28	804	INVOICE SERVICES	0 /NA	\$0.00	C	1	Y		\$215,444.36		
		1/1/2021 - 6/30/2021							\$215,444.36		
		TOTAL FOR SE# 28							\$0.00		
30	804	PSRB DESIG CLIENT	21 /SIT	\$465.27	A	1	Y		\$58,624.02		
		1/1/2021 - 6/30/2021							\$0.00		
30	804	PSRB INVOICE SERVICES	0 /NA	\$0.00	C	1	Y		\$113,350.00		
		1/1/2021 - 6/30/2021							\$171,974.02		
		TOTAL FOR SE# 30							\$0.00		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0267

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

EFFECTIVE DATES

SLOT

RATE

STARTUP PART DOLLARS ABC

PART IV

PAAP CD

BASE

CLIENT CODE

SPP

SE#	FUND CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	STARTUP PART DOLLARS ABC	PART IV	PAAP CD	BASE	CLIENT CODE	SPP
FISCAL YEAR: 2020-2021											
35	804	GENO SPECIALISTS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$121,894.84	A 35A	1	Y		
			TOTAL FOR SE# 35			\$121,894.84					
36	804	PASBAR FUNDS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$7,500.00	C	1	Y		
			TOTAL FOR SE# 36			\$7,500.00					
38	804	SUPPORTED EMPLOYMENT	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$81,249.00	A	1	Y		
			TOTAL FOR SE# 38			\$81,249.00					
34	804	INVOICE SERVICES	1/1/2021 - 12/31/2021	0 /NA	\$0.00	\$66,666.67	C	1	Y		
			TOTAL FOR SE# 34			\$66,666.67					
			TOTAL FOR 2020-2021			\$3,498,971.81					
FISCAL YEAR: 2021-2022											
34	804	INVOICE SERVICES	7/1/2021 - 6/30/2021	0 /NA	\$0.00	\$66,666.67	C	1	Y		
			TOTAL FOR SE# 34			\$66,666.67					
SYSTEM MANAGEMENT AN											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$223,969.92	A	1	Y		
SYS MGT CO-BOSSY MSA											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$6,715.93	A	1	Y		
SYS MGT CO-REMAISSAN											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$1,646.03	\$9,576.18	A	1	Y		
SYS MGT CO-TELEC ACT											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$5,241.07	A	1	Y		
SYS MGT CO-BOSSY MSA											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$3,540.97	\$23,643.42	A	1	Y		
SYS MGT CO-PORTLAND											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$1,080.64	\$6,483.64	A	1	Y		
SYS MGT CO-JOHNSON C											
1	804	MHS01	7/1/2021 - 12/31/2021	0 /NA	\$7,695.42	\$46,172.52	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD# 166016

CONTRACT# 166016 CONTRACTOR-CLACKAMAS COUNTY

INR# CHECKED BY: _____ DATE CHECKED: _____
 PROJ EFFECTIVE SLOTT
 SE# FUND CODE CRMS PROVIDER DATES DATES CHANGE/TYPE

CLIENT CODE
 PART IN CD PART IN CD PART IN CD
 BASE BASE BASE
 SS#

SE#	FUND CODE	CRMS PROVIDER	DATES	EFFECTIVE DATES	SLOTT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IN CD	PART IN CD	PART IN CD	BASE	BASE	BASE	SS#
FISCAL YEAR: 2021-2022															
TOTAL FOR SE# 1															
4	804	AID & ASSIST PROJECT	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$62,519.09	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 4															
8	301	CRISIS AND ACUTE TRA	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$164,723.98	\$0.00	1	1	1	Y	Y	Y	
8	804	CRISIS AND ACUTE TRA	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$27,578.96	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 8															
9	406	MI JAIL DIVERSION	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$115,173.22	\$0.00	1	1	1	Y	Y	Y	
9	804	JAIL DIVERSION	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$4,111.01	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 9															
10	411	MI MI PROG AND PREV	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$68,368.66	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 10															
12	804	MENTAL ASSISTANCE	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$132,000.00	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 12															
20	301	MI BLOCK GRANT	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$300,000.00	\$0.00	1	1	1	Y	Y	Y	
20	804	NON-RESIDENTIAL MEET	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$180,825.10	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 20															
24	804	ACUTE AND INTERMEDIA	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$93,065.00	\$0.00	1	1	1	Y	Y	Y	
TOTAL FOR SE# 24															
25	301	MI BLOCK GRANT	7/1/2021 - 12/31/2021	0	/NA	\$0.00	\$3,402.72	\$0.00	1	1	1	Y	Y	Y	

MODIFICATION INQUIRY REVIEW REPORT

MOD: M0267 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: DATE CHECKED: EFFECTIVE DATES

PROJ: SLOTT CHANGE/TYPE RATE

SEA FUND CODE CENS PROVIDER

STARTUP PART PART PAAF CLIENT SPH

DOLLARS ABC IV CD CODE

OPERATING DOLLARS

STARTUP PART DOLLARS

FISCAL YEAR: 2021-2022

BASE COMMUNITY CRISIS SER 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$978,173.11 A 1 Y

25 804 CEISIS NI CRISIS SERVICES-M 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$27,441.77 A 1 Y

25 806 NCRSE NI CRISIS SERVICES 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$172,120.89 A 1 Y

25 806 NCRSE TOTAL FOR SE# 25 \$1,181,138.49 \$0.00

26 411 NIEASA NI BASA SERVICES 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$174,637.53 A 26A 1 Y

26 800 INVOLC INVOICE SERVICES 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$215,444.36 C 1 Y

26 800 INVOLC TOTAL FOR SE# 26 \$215,444.36 \$0.00

30 804 PSRB PERS DESIG CLERK 7/1/2021 - 12/31/2021 21 /SUT \$465.21 \$58,624.02 A 1 Y

30 804 PSRB PERS INVOICE SERVICE 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$113,350.00 C 1 Y

30 804 PSRBIS PERS INVOICE SERVICE 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$171,974.02 C 1 Y

30 804 PSRBIS TOTAL FOR SE# 30 \$171,974.02 \$0.00

35 804 CERO CERO SPECIALISTS 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$121,894.84 A 35A 1 Y

35 804 CERO TOTAL FOR SE# 35 \$121,894.84 \$0.00

36 804 PASARR PASARR FUNDS 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$7,500.00 C 1 Y

36 804 PASARR TOTAL FOR SE# 36 \$7,500.00 \$0.00

39 804 SUPEMP SUPPORTED EMPLOYMENT 7/1/2021 - 12/31/2021 0 /NA \$0.00 \$81,248.00 A 1 Y

39 804 SUPEMP TOTAL FOR SE# 39 \$81,248.00 \$0.00

TOTAL FOR 2021-2022 \$3,498,971.81 \$0.00

TOTAL FOR M0267 166036 \$6,997,943.62 \$0.00

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 02/03/2021

Contract#: 166036
REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0267 1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Mossy Meadows RTH.
- M0267 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Portland Avenue RTH.
- M0267 3A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B)

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 02/03/2021

Contract#: 166036
REF#: 001

These funds are for MHS 1 at Renaissance.

- M0267 4A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for MHS 1 at Telecare ACT.
- M0267 5A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Johnson Creek SRTF.
- M0267 6A) These funds are for MHS 28 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.
- M0267 7A) These funds are for MHS 30 for PSRB Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.
- M0267 8A) These funds are for MHS 34 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 02/03/2021

Contract#: 166036
REF#: 001

based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

MD267 9A) These funds are for MHS 36 for Non-Medicaid clients. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

a. **Heading.** The heading of the Financial Assistance Award consists of the following information:

- (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
- (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
- (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
- (4) **Input Checked** is for OHA's internal use only.
- (5) **Date Checked** is for OHA's internal use only.

b. **Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
- (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 401 Mental Health Marijuana Tax – Other Funds
 - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (e) 406 Tobacco Tax New Investments – Other Funds
 - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g) 420 Beer and Wine Tax (20%) – Other Funds
- (h) 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j) 426 Criminal Fines Assessment Prevention – Other Funds
- (k) 427 Marijuana Tax (20%) – Other Funds
- (l) 450 Marijuana Tax (40%) – Other Funds
- (m) 550 Medication Assisted Treatment – Federal Funds
- (n) 560 State Opioid Response – Federal Funds
- (o) 570 State Targeted Response to Opioid Crisis – Federal Funds
- (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (q) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (r) 804 Mental Health – General Funds
- (s) 806 Mental Health New Investments – General Funds
- (t) 807 Alcohol and Drug Treatment – General Funds
- (u) 888 Gambling Treatment – Lottery Funds
- (v) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (w) STD Standard Fund Splits – Uses multiple fund types by percentage.
- (x) SMI Standard Fund Splits – Uses multiple fund types by percentage.
- (y) SDX Standard Fund Splits – Uses multiple fund types by percentage.
- (z) SBD Standard Fund Splits – Uses multiple fund types by percentage.
- (aa) SBT Standard Fund Splits – Uses multiple fund types by percentage.
- (bb) DDX Standard Fund Splits – Uses multiple fund types by percentage.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. **Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.**

- (3) **Column 3, Proj Code:** This item is for OHA internal use only.
- (4) **Column 4, CPMS:** This item is for OHA's internal use only.
- (5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

- (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
- (a) The letter ‘A’ indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, “Effective Dates.”
 - (b) The letter ‘B’ indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter ‘C’ indicates OHA will disburse the awarded funds in the manner specified in Column 16, “SP#.”

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
- (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.
 - (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.

(c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.

(15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

(16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award” before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services provided for the same Service, during the same time period or date of Service for the same Individual. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:
 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <http://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or

termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation to include the Program Area in which Services fall; and

b. Part A awards:

OHA provides financial assistance for Services through Part A for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services in MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 22, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but are included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:

- (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:
<http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>;
- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

- (1) Part C awards are calculated and applied as follows:

The Part C financial assistance will be disbursed as follows: Unless a different disbursement method is specified in that line of the Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. Start-Up awards:

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

- (2) **Disbursement of Financial Assistance:**

- (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
- (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

(f) Settlement and Confirmation of Performance Requirements:

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

- (1) **Agreement Settlement:**

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the

Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) Agreement Settlement for Start-Up Services:

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) Confirmation of Performance and Reporting Requirements:

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1. County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2020-2021 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2019-2020. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
- 2. Limitations on use of Financial Assistance Awarded Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:

 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- 3.** County shall maintain separate fund balances for the Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- 4. County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
- 5. Trauma Informed Services** also referred to as **Trauma Informed Care (TIC).** CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds

provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
 - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of

Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

(e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

(f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready To Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment.

This measure applies only to Community Mental Health services.

9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
- a. Reason or reasons for the CAP;
 - b. The date the CAP will become effective, with timelines for implementation;
 - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
 - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. Reporting Requirement for MOTS

All Individuals receiving Services for A&D 03, 61, 62, 63, 64, 65, 66, 67, and MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other

types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;

- b.** Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
 - c.** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
 - d.** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e. Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

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**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 Recovery of Financial Assistance section below.
 - 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, "Standard Terms and Conditions," has occurred.
 - (2) County's representations and warranties, as set forth in Section 4 of Exhibit G, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - c. **Recovery of Financial Assistance.**
 - (1) **Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") 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 Recovery of Misexpenditures section 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 or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was 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 the Recovery from Future Payment section below. If OHA and County are unable to agree 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 State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, 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 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, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to 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 agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) **County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or 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 Misexpenditure as identified by OHA in the notice; or
 - ii. Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii. Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of 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 in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section 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 State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar 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 requests, 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, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the 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 Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also 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 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar 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 Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section 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 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar 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 the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by 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 OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.
- OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's 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 OHA 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 OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the 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, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, 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 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 agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to 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 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 and 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 upon County's recovery of any money from any other entity.
- (c)** If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d)** Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e)** Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

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

3. Award Adjustments

- a.** County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section 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 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, 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 Award Adjustments section, County shall promptly notify in writing of such use.
- b.** Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of

this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar 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 the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar 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 the Provider Monitoring section below, 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 the Provider Monitoring section below, 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 those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.

7. **Alternative Formats and Translation of Written Materials, Interpreter Services.**

In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

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 Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.
10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 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 Chief Health Systems Officer for the Health Systems 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 Alternative Dispute Resolution 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:

 - (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us by June 30th of the first fiscal year and at the end of the remainder of the term of this Contract. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
 - d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
 - e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, 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 Disbursement and Recovery of Financial Assistance above.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

 - (1) Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

- c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. **Termination.**

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

- c. OHA and County agree that this Agreement extends to March 31, 2022, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance Award") for Services performed, or not performed, by County during the 2019-21 biennium and prior to July 1, 2021. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2021.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that

Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. Disbursement Limitations. Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

- d. Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
- 10. Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.
- 11. Records Maintenance; Access and Confidentiality.**
- a. Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
- b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

- c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

14. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

15. No Third Party Beneficiaries. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

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

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324
E-mail address: _____

COUNTY: Contact Name: Angela Brink
Title: Administrative Services Manager
Street Address: 2051 Kaen Road, Suite #154
City, State Zip: Oregon City, Oregon 97045

Telephone: 503-742-5318 Facsimile: 503-742-5312

E-mail address: ABrink@clackamas.us and BHContracts@clackamas.us

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. **Order for Admissions:**
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and
 - (4) All others.
- b. **Women's or Parent's Services.** If County provides A&D 61 and A&D 62 Services, County must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. **Pregnant Women.** If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. **Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. **Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
- (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to

eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

18. Substance Abuse Prevention and Treatment. To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

20. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

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**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. **Records Maintenance, Access and Confidentiality.**

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

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.

- b. All written materials related to the services provided to the Client in the Client’s language.
- c. Oral interpretation services related to the services provided to the Client in the Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, “written materials” means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

- 4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. Disclosure.
- 5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, , MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31	\$2,000,000

3. **Commercial General Liability:** **Required by OHA** **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. **Automobile Liability:** **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

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**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. **OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. **Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. **Expenditure Reports to OHA**

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. **Recovery of Start-Up Funds**

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. **Dedicated Use Requirement**

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. **Removal of Liens**

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. **Policies:** Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. **Allowable Costs**

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services			
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	

MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children	Subrecipient	MHBG	93.958
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	

MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #2 with
Clackamas County Circuit Court to provide Protective Order and Support Services

Purpose/Outcome	This amendment will allow Clackamas County Circuit Court to provide a .65 FTE Court Clerk to be positioned at A Safe Place Family Justice Center (ASP-FJC) through September 30, 2022, which will enable the Circuit Court to provide assistance to more customers. Clackamas County Circuit Court will provide assistance to 460 petitioners for protective orders, 640 consultations to advocates and ASP-FJC partners, and provide 44 trainings to insure efficient and effective services.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$73,227 for a maximum value of \$225,439 No County General Fund involved and no match required.
Funding Source	U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Responses Grant Program Award 2019-WE-AX-0017 Catalog of Federal Domestic Assistance (CFDA) 16.590
Duration	October 1, 2020 to September 30, 2022
Previous Board Action/Review	031920-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Intergovernmental Grant agreement has been reviewed and approved by County Counsel on: 3.23.21 (AN)
Procurement Review	Was the item processed through Procurement? No. Federal Subrecipient Intergovernmental grant amendment
Contact Person	Jessica Duke 971-291-8569
Contract No.	CFCC 9493

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement Amendment #2 with Clackamas County Circuit Court to provide Protective Order and Support Services out of A Safe Place Family Justice Center; this will include access to domestic violence restraining orders, sexual assault, stalking and elder abuse. The Circuit Court provides fair and accessible justice services that protect the rights of individuals and preserves community welfare and is a valuable partner in the continuous improvement of the coordinated community response to domestic violence in Clackamas County.

This Intergovernmental Agreement Amendment is effective upon signature by all parties for services starting on October 1, 2020 and terminating on September 30, 2022. This Amendment has a maximum value of \$225,439.

Healthy Families. Strong Communities.

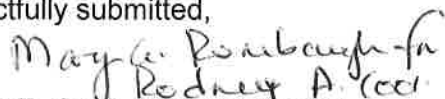
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Amendment #2 and authorizes Tootie Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature of Rodney E. Cook in black ink.

Rodney E. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9493	Division: CFC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Radford, Stephanie	<input type="checkbox"/> Revenue
	Program Contact: VanDyke, Sarah	<input checked="" type="checkbox"/> Amend # 2 \$ 73,227.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, May 20, 2021

CONTRACT WITH: Clackamas County Circuit Court

CONTRACT AMOUNT: \$225,439.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input checked="" type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature _____ 9/30/2022	<input checked="" type="checkbox"/> Biennium _____
<input checked="" type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Naylor, Andrew Date Approved: Tuesday, March 23, 2021

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: 4/27/21

H3S Admin On y	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas County Circuit Court

BOARD AGENDA ITEM

NUMBER/DATE: A.5 **DATE:** 5/20/2021

PURPOSE OF

CONTRACT/AGREEMENT: Will provide a .65 FTE Abuse Prevention Application Court Clerk (stationed at A Safe Place Family Justice Center) to provide self-help information to petitioners regarding the proper preparation, filing, and service of protective order petitions in matters involving domestic violence, sexual assault, dating violence, stalking, and elder abuse. The Clerk will additionally train domestic violence advocates on paperwork preparation and assist with the efficient disposition of matters related to petitions for restraining and protective orders.

Amendment adds funds for an additional year to enable Clackamas County Circuit Court to provide a .65 fte Court Clerk continue to be positioned at A Safe Place Family Justice Center and increase services to customers.

H3S CONTRACT NUMBER: 9493

Subrecipient Grant Amendment (FY 20-22)
**H3S – Children, Family & Community
Connections Division**

Local Grant Agreement Number: 20-020

Board Order Number:

Department/Division: H3S-CFCC

Amendment No. 2

Subrecipient: Clackamas Co Circuit Court

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds additional funds to continue OVW Improving Criminal Justice Response services.

This Amendment adds to the maximum compensation.

Maximum compensation is increased by \$73,227 for a revised maximum of \$225,439. Amendment becomes effective October 1, 2020 and terminates September 30, 2022.

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

AMEND:

4. **Grant Funds.** COUNTY funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#:16.590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay is ***\$152,212***. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment and represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

TO READ:

4. **Grant Funds.** COUNTY funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#:16-590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay is ***\$225,439***. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment and represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

REPLACE:

Exhibit B: Subrecipient Program Budget

WITH:

EXHIBIT B: SUBRECIPIENT BUDGET		
Organization:	Clackamas County Circuit Court	
Funded Program Name:	Court Clerk	
Program Contact:	Gina Setter	
Agreement Term:	Oct 1, 2020 - Sept 30, 2022	
Agreement # 9493 Amendment #2	<i>Approved</i>	<i>Approved</i>
Approved Award Budget Categories	<i>Award Amount</i>	<i>Match Amount</i>
Personnel (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
Court Clerk salary (.65 FTE)	\$ 120,282.00	
Court Clerk Fringe	\$34,283.00	
Court Clerk health benefits	\$ 70,874.00	
Total Personnel Services	\$ 225,439.00	
Administration		
Supplies		
Utilities		
Travel		
Training	\$ -	
Travel/Mileage	\$ -	
Additional (please specify)		
Total Programmatic Costs	\$ -	
Total Grant Costs	\$ 225,439.00	

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

Clackamas County Circuit Court

By: 

Nancy Cozine, State Court Administrator

Nancy J. Cozine April 5, 2021
Printed Name Date

807 Main Street
Street Address

Oregon City, OR 97045
City / State / Zip

CLACKAMAS COUNTY

- Commissioner: Tootie Smith, Chair
- Commissioner: Sonya Fischer
- Commissioner: Paul Savas
- Commissioner: Mark Shull
- Commissioner: Martha Schrader

Signing on Behalf of the Board:

Tootie Smith, Chair
Board of County Commissioners

5/20/2021
Date

June 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Intergovernmental Agreement with Oregon Department of Human Services,
Office of Vocational and Rehabilitation Services for Job Placement and Job Retention Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a maximum value of \$300,000.
Funding Source	No County General funds are involved
Duration	April 1, 2021 – March 31, 2023
Previous Board Action	The board last reviewed and approved this agreement on January 7, 2021, Agenda Item 010721-A13
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. April 28, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10132

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services.

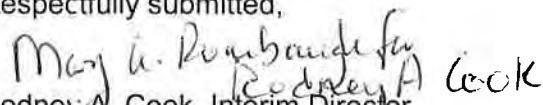
This renewal IGA provided Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis.

This IGA has a maximum contract value of \$300,000. It is effective April 1, 2021 and terminated on March 31, 2023. This IGA is retroactive as CCHCD did not receive the document from the State until after the effective date.

RECOMMENDATION:

Staff recommends approval of agreement and authorizes the Director of Health, Housing and Human Services to sign agreement.

Respectfully submitted,


Rodney A. Cook, Interim Director

Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10132	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact: Ketola, Emily	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 3, 2021

CONTRACT WITH: OR-DHS

CONTRACT AMOUNT: \$300,000.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 3/31/2023

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If nc, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If nc, explain why:

Professional Liability: Yes No, not applicable No, waived
If nc, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Rastetter, Kathleen Date Approved: Wednesday, April 28, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
<input type="checkbox"/>	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-DHS

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/3/2021

PURPOSE OF

CONTRACT/AGREEMENT: Support Employment Services - Job Placement
Individual Placement Supports (IPS)

H3S CONTRACT NUMBER: 10132

COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

DATE: Wednesday April 28, 2021

TO: COUNTY COUNSEL ATTORNEY: Kathleen Rastetter or available County Attorney

FROM: Rebecca Howard Contract Administration

EXTENSION: 971-940-8208

DEPARTMENT/DIVISION: **Health, Housing and Human Services Department**

BILL TO (*Department/Division to be billed*): Health Centers

Contract # **10132**

TYPE OF DOCUMENT: *Intergovernmental Agreement*

CONTRACTOR NAME: Oregon Department of Human Services, Office of Vocational and Rehabilitation Services

REQUESTED RETURN DATE:

Thank You!

APPROVED AS TO FORM:

County Counsel: _____

Kathleen J. Rastetter

Date: 4/28/2021

Counsel Comments: _____

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 169642, hereinafter referred to as "Document."

I, Rodney A Cook Interim Director
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Clackamas County, Oregon Acting by and through its Health Housing and Hum by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



Agreement Number 169642

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS" and

**Clackamas County, Oregon
Acting by and through its Health, Housing and Human Services Department
2051 Kaen Rd #367
Oregon City, OR 97045
Attention: Rebecca Howard
Telephone: (503) 722-6321
E-mail address: rhoward@clackamas.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to ODHS'

**Office of Vocational Rehabilitation Services
500 Summer Street NE
Salem, Oregon 97301
Agreement Administrator: Michelle Robinson or delegate
Telephone: (503) 475-9269
Facsimile: (503) 947-5025
Email: VR.ContractInquiries@dhs.oha.state.or.us**

1. Effective Date and Duration.

- a. This Agreement, when fully executed by every party, shall become effective on **April 1, 2021** regardless of the date it is actually signed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2023**. Agreement termination shall not extinguish or prejudice ODHS right to enforce this Agreement with respect to any default by County that has not been cured.
- b. The purpose of this Agreement is to update and create new Individual Placement and Support (“IPS”) Program requirements and replace Agreement **149599** with this new Agreement **169642**, and the intent is to continue uninterrupted the Work authorized under Agreement **149599** but has not yet been completed. Unless County notifies ODHS within ten calendar days of execution of this Agreement, the Work authorized under Agreement **149599**, but not yet completed, shall be authorized under this Agreement **169642**, and the Work shall then be subject to the terms and conditions of this Agreement **169642**.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$300,000.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 84.126.

5. **County Data and Certification.**

a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): County of Clackamas, Oregon

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: rhoward@clackamas.us

Telephone: (503) 722-6321 Facsimile: (503) 742-5979

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured

Policy #: _____ Expiration Date: _____

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- (2) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

(Remainder of page intentionally left blank)

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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County, Oregon
Acting by and through its Health, Housing and Human Services Department
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**State of Oregon, acting by and through its Oregon Department of Human Services
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved via e-mail by:
Jeffrey J. Wahl, Attorney-in-Charge, Health and Human Services Section 4/26/2021
Department of Justice Date

EXHIBIT A

Part 1 Statement of Work

1. Overview and Purpose

The ODHS Office of Vocational Rehabilitation Services (“VR”) is responsible for the administration and operation of Oregon’s rehabilitation programs. VR provides assistance to over 16,000 individuals experiencing a wide variety of disabilities, in service settings that include employment readiness, youth transition, and direct vocational support through its Vocational Rehabilitation Counselors (“VRC”). VR provides services to eligible Oregonians with disabilities consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

This Agreement provides Individual Placement Support (“IPS”) services to VR Participants in Competitive Integrated Employment.

2. Definitions

For the purposes of this Agreement, terms listed below shall have the following meanings:

- a. **“Authorization for Purchase” or “AFP”** means a document created in the Oregon Rehabilitation Case Automation (“ORCA”) system that allows expenditures to occur on behalf of a Participant. An AFP serves as Oregon VR’s guarantee of payment to a vendor or a Participant for the purchase of goods and services.
- b. **“Competitive Integrated Employment”** means work that:
 - (1) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable state or local minimum wage law for the place of employment;
 - (2) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - (3) Is eligible for the level of benefits provided to other employees; and
 - (4) Is at a location typically found in the community; and
 - (5) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same

extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

- (6) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- c. **“Core Competency”** means the foundation of employment professional’s knowledge and is intended to be part of the larger organizational training and competency plan for individuals who deliver employment services. Demonstration of competency may be achieved by completing 12 Core Competency trainings.
- d. **“Direct Job Placement”** means the immediate placement of a Participant into Competitive Integrated Employment, that aligns with the Participant’s job goal and the number of work hours requested, at any point prior to the County’s Referral.
- e. **“Individual Placement and Support” or “IPS”** means the model of supported employment for people with serious mental illness. IPS supported employment helps people living with behavioral health conditions work at Competitive Integrated Employment opportunities that align with their Informed Choices. For purposes of this Agreement, IPS is an evidence-based practice of supported employment.
- f. **“Individualized Plan for Employment” or “IPE”** means a plan for attaining the individual's vocational objective. The IPE identifies services necessary to assist the individual to prepare for, secure, retain, regain an employment outcome or advance in their career consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. The IPE identifies the vocational goal, hours of work desired per week, required services, approved service providers, costs, time frames, and the individual's responsibilities under the plan.
- g. **“Informed Choice”** means that an individual, and any guardian or representative who applies for Vocational Rehabilitation services, or is eligible to receive services, shall be an active and full partner throughout the vocational rehabilitation process as described in 34 CFR § 361.52. Informed Choice also means the VRC clarifies choices by using the preferred language of the applicant or Participant and using rehabilitation counseling knowledge and skills; and individuals receive enough information to make a decision concerning the rehabilitation process and Competitive Integrated Employment opportunities.
- h. **“IPS Career (Vocational) Profile”** means a summary of information gathered from Participant’s support team and mental health treatment team. The summary information in the IPS Career (Vocational) Profile will indicate the support needs of the Participant on the job and will be used to help identify a job or career goal, for job searching, and for the on-the-job supports. It collects and stores information about a Participant’s workplace capabilities and limitations. An IPS Career (Vocational) Profile goes beyond objective measures such as aptitude test

scores to include notations regarding the Participant's strengths, interests, needs, and goals.

- i. “Job Development”** means activities completed by the County, after the acceptance of the Job Placement Strategy Report by the VRC and Participant, that are needed to obtain Competitive Integrated Employment. Job Development includes all work outlined and accepted in the Referral form, all strategies and methods outlined in the Job Placement Strategy Report, as well as any additional meetings necessary to accomplish the work.
- j. “Job Placement”** means the Participant's agreed-upon vocational goal and the hours Participant requests to work as documented in the accepted Referral form and Job Placement Strategy Report.
- k. “Job Placement Strategy Report” or “JP Strategy Report”** means the report that defines the Participant's documented work conditions and involvement for success on the job, including number of hours and job type; addresses the information in the Referral form and the IPS Career (Vocational) Profile; and outlines the unique set of steps the County will take for placement and retention. This is a standardized VR form.
- l. “Job Placement Strategy Review”** is the first Monthly Job Placement Report describing the effectiveness and progress of the steps and expectations outlined in the Job Placement Strategy Report for placement and retention.
- m. “Job Retention”** means an array of individualized services, provided by the County, while working with the Participant and employer, to discern issues, problems and solutions on the job, and to ensure Participant's employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain employment. This will be based on Participant's preference of disclosure. Retention has been successfully achieved when the Participant has reached 90 days of successful employment and Job Stability. Job Retention is not job coaching.
- n. “Job Search Plan”** means a plan created after completion of the IPS Career (Vocational) Profile to plan for the barriers to Competitive Integrated Employment that are identified in the Profile, with the help of the Participant's mental health treatment team and natural supports. Employment goals and preferences are also identified, and job search strategies are developed.
- o. “Job Stability”** means the Participant and employer agree that the job is satisfactory, Participant is adequately performing the duties of the job to the Participant's and employer's satisfaction, and the job continues to match the vocational goal and number of hours as listed on the IPE and Job Placement Strategy Report. Long-term supports have been defined and are in place, if needed.

- p. **“Licensed Mental Health Professional” or “LMHP”** means an individual who is qualified by education, licensing, and training to meet the professional standards of conduct set forth by an Oregon state licensing authority.
- q. **“Monthly Job Placement Report”** means the report that outlines the service month’s process for Job Development by completing the standardized VR form.
- r. **“Monthly Job Retention Report”** means the report that outlines the service month’s process for Job Retention by completing the standardized VR form.
- s. **“Office of Developmental Disabilities Services” or “ODDS”** means the ODHS organizational unit that focuses on the planning of services, policy development, and regulation of programs for individuals that have intellectual and or developmental disabilities.
- t. **“Oregon Forward,”** formerly known as a “Qualified Rehabilitation Facility” or “QRF” means a qualified nonprofit agency as described in ORS 279.835 through 279.855
- u. **“Participant”** means a reportable individual has been determined eligible for VR services and can benefit from rehabilitation services to assist in achieving Competitive Integrated Employment. This excludes:
 - (1) Students that have only been determined potentially eligible for Pre-Employment Transition Services (“Pre-ETS”).
 - (2) Individuals who receive their only VR service under the limitations on subminimum wage project.
 - (3) Participants in Trial Work Experience (“TWE”).
- v. **“Qualified Mental Health Associate” or “QMHA”** means an individual delivering services under the direct supervision of an QMHP. The QMHA is responsible for providing rehabilitative mental health and some treatment services to individuals suffering from severe emotional disorders.
- w. **“Qualified Mental Health Professional” or “QMHP”** means a clinician in the human services field who is trained, and experienced in providing psychiatric or mental health services to individuals who have a psychiatric diagnosis. If the QMHP is also a Licensed Mental Health Professional as defined in subsection (q), above, the QMHP may perform the services designated for the LMHP unless it is specifically prohibited by their licenses.
- x. **“Referral”** means the completed standardized “Job Placement Referral” form. The Referral will include the Participant’s vocational goal, amount of work hours per week desired by the Participant, disability barriers, predetermined Job Placement track, and additional elements necessary to make an informed decision whether to accept or deny the Referral.
- y. **“Self-Placement”** means a Participant discovers a job lead, applies, interviews and obtains employment on their own without assistance from a Job Placement services contractor. Self-Placement may occur at the same time as Job Placement services.

- z. **“Vocational Rehabilitation” or “VR”** means the office within the Oregon Department of Human Services responsible for carrying out the responsibilities specified in Oregon Revised Statutes (“ORS”) 344.510 through 344.690.

3. VR Non-HIPPA Confidentiality Statement

Both Oregon and federal law allow VR to use necessary client information without authorization for “purposes directly connected with the administration of the vocational rehabilitation program.” 34 CFR 361.38(b); see also ORS 344.600; ORS 411.320(1); OAR 582-030-0010(2); OAR 407-014-0010(4); and OAR 407-014-0020(2).

4. Standardized Forms

County shall use the standardized forms created for County’s use by VR and made available on the VR website:

<https://www.oregon.gov/dhs/EMPLOYMENT/VR/Pages/Providers-Partners.aspx>

VR forms are periodically updated to meet programmatic requirements. The following is the list of VR’s Job Placement standardized forms:

- a. Job Placement Referral Form
- b. Job Placement Strategy Report Form
- c. Monthly Job Placement Report Form
- d. Monthly Job Retention Report Form
- e. Job Placement and Retention Verification Form
- f. Direct Placement Referral Form
- g. Direct Placement Strategy Report Form
- h. Direct Placement Retention Form
- i. OSECE – VR Completion of Required Trainings Form

5 Referral

- a. The County’s IPS Supported Employment and/or Educational Specialist conducts the comprehensive IPS Career (Vocational) Profile assessment of an individual and refers the individual to a VR office. The County requests an introductory meeting and provides the individual’s IPS Career (Vocational) Profile, Job Search Plan, and other documents required to determine the individual’s eligibility. A VRC uses the documents provided by the County to determine the appropriate Job Placement services for the individual.
- b. Within ten calendar days of receiving the IPS Career (Vocational) Profile, the VRC will schedule an introductory meeting with the County and the individual to review the information provided. If additional information is needed from the County, the VRC will request the additional information and the County will have ten calendar days to submit the additional information to the VRC prior to the scheduled introductory meeting.
- c. Introductory Meeting
 - (1) The introductory meeting between the VRC, the individual, and the County consists of a discussion of VR’s Job Placement processes including eligibility determination, and the design of the IPE. The

introductory meeting objective is a discussion to share assessment results, disability information, vocational goals and interests, family support availability, transportation concerns, or other relevant information, and to assist the County in the provision of effective services to the individual.

- (2) The VRC, the individual, and the County may agree the introductory meeting is not necessary. The VRC will make the final decision about the introductory meeting when there is disagreement about its need.

6 IPS Career (Vocational) Profile

An IPS Career (Vocational) Profile (the “Profile”) is necessary for the IPS Participants in all Job Placement tracks. County shall submit a completed Profile as described in section 5 “Referral,” above. Examples of Profile elements are a resumé, an on-line application in print, profile page, interview skill building, and other job preparation activities deemed necessary by the VRC to reach a successful employment outcome. Participant’s preferences, supports and benefits received should also be included in the Profile.

7 Participant Self-Placement

If a Participant Self-Placement occurs within 45 calendar days of the date the VRC received the Referral from the County, County shall complete the Job Placement Strategy Report and County’s Job Placement services will end for the Participant.

8. Description of IPS Job Placement Tracks

a. Job Placement Track 2 – Supported and or Customized

Track 2 is designed for Participants with significant disabilities who demonstrate motivation but lack the ability to be competitive in the job market, such as difficulty multi-tasking or who demonstrate lower productivity levels than others who perform similar work tasks in a competitive environment. Participants in Track 2 will require more flexible strategies, such as working with employers to facilitate placement, customizing a job description based on existing or unidentified employer needs, developing a set of job duties, modifying work schedule, or arranging for provision of job supports.

b. Job Placement Track 3 – Intensive Support and or Customized

Track 3 is intended for supported employment consumers who exhibit the most significantly challenging functional limitations. There is no job description with intensive customized employment and the IPS Supported Employment and/or Educational Specialist shall negotiate with the employer to create a job where the Participant can use their skills to benefit the employer. The employer will help the Participant develop their job description and support the development of supports at the worksite.

9 IPS Job Placement Services

a. Job Placement Strategy

- (1) County shall conduct activities to complete a comprehensive and individualized Job Placement Strategy Report outlining the strategies and

methods County will use to achieve a successful Job Placement for a Participant.

- (2) County shall utilize the provided by the VRC. County shall conduct meetings with the Participant to discuss in detail the strengths, resources, priorities, concerns, abilities, legal issues, transportation needs, and interests as related to the Individualized Plan for Employment goal to list on the Referral form; and any functional limitations and how these impact employment.
- (3) Additional activities necessary to complete the Job Placement Strategy Report may include field trips and job shadows with the Participant in the community to understand and observe behaviors and motivations, and job seeking abilities.

b. Job Placement Strategy Report

- (1) The JP Strategy Report is due to the VRC within 45 calendar days of the introductory meeting or from the VRC's approval of the IPS services for the Participant.
- (2) The JP Strategy Report shall be completed on the standardized Job Placement Strategy Report form supplied by VR and shall be individualized to the Participant and comprehensive. When approved and signed by the County and the Participant, the report will be submitted to the VRC prior to the Job Placement Strategy meeting. When approved and signed by the VRC, the JP Strategy Report will be provided to the County and Participant.
- (3) If Participant's vocational goal changes during the course of IPS Job Search activities and the VRC and Participant agree that a new vocational goal is acceptable, the County is responsible for updating the JP Strategy Report with the goal change and the new or additional strategies that will be used to obtain and retain a successful placement.

c. Job Placement Strategy Meeting

The VRC, County, and Participant shall meet to review the JP Strategy Report, discuss the specific strategies outlined, and determine if the JP Strategy Report matches what was requested in the Referral and the required outcomes of the Job Placement services for the Participant.

d. Job Placement Strategy Report Acceptance or Rejection

- (1) The JP Strategy Report is accepted when the VRC, the County, and the Participant agree on the outlined strategies and services, and the report has been signed by the VRC, County, and the Participant. County may submit an invoice for payment for the report upon acceptance.
- (2) The VRC will reject the JP Strategy Report when outlined strategies do not match the Referral and are insufficient to meet the Participant's needs.

- (3) If the JP Strategy Report is rejected, the VRC will give the County an additional 15 calendar days from the date of rejection to revise the report to meet the Participant's needs.
- (4) County may not invoice for the Job Placement Strategy Report until the report has been accepted by the VRC.

10. IPS Supported Employment and/or Supported Education Services

- a. Supported Employment and/or Supported Education Specialist Qualifications:
The County and County's employees and subcontractors shall meet the Qualified Mental Health Associate ("QMHA") or the Qualified Mental Health Professional ("QMHP") standards described in OAR 291-124-1030.
- b. Supported Employment and/or Supported Education Specialist Core Competency:
 - (1) The County and County's employees and subcontractors shall have the ODHS-approved credentials and shall have completed the Core Competency trainings before providing Job Development services.
 - (2) The time frame for completion of Supported Employment and/or Supported Education Specialist Core Competency trainings for County and County's employees, who are not already Job Development providers, will be within 12 calendar months of the execution of an IPS services Agreement, or the start of employment with a County with an IPS services Agreement.
 - (3) County, or a County-delegated manager or supervisor, shall send documentation of the Supported Employment and/or Supported Education Specialist's Core Competency compliance using the VR standardized "OSECE – VR Completion of Required Trainings Form," to the VR Agreement Administrator to be reviewed and approved.
 - (4) VR reserves the right to review and approve substantially equivalent training options that clearly demonstrate an equal level of skill and experience to meet the Job Developer Core Competency requirements. VR's management and contract team will review the Core Competency training documentation on an individual basis, will determine if the training is substantially equivalent, and may or may not provide approval.
- c. Job Development Reporting
 - (1) County shall submit monthly reports, after the first, full calendar month of Job Development services, with the JP Strategy Report, no later than the 15th calendar day of the following month.
 - (2) County performance expectations for Job Development are as follows:
 - (a) County shall use standardized Monthly Job Placement Report form(s) provided by VR.

- (b) Only the first Monthly Job Placement Report will generate a payment. An invoice shall be submitted with the first Monthly Job Placement Report.
- (c) If placement is achieved within the first full month of Job Development, County shall submit the Monthly Job Placement Report along with the standardized Job Placement and Retention Verification Form to receive payment.
- (d) If Job Development lasts 120 calendar days, the VRC, County and Participant will meet to discuss and determine if Job Development services should continue or what changes need to be made to reach a successful employment outcome. County shall submit an updated JP Strategy Report if Job Development services continue. There will be no additional payment for JP Strategy Report updates.
- (e) County shall submit ongoing Monthly Job Placement Reports up to Job Retention.

11. Employment Placement Services

- a County shall place a Participant into an employment placement that meets the following expectations:
 - (1) Employment is in a competitive, integrated employment setting as defined by VR.
 - (2) Employment meets Participant’s vocational goal as outlined in the Referral form and the JP Strategy Report and is approved by the VRC and Participant.
- b. If the employment placement does not meet the vocational goal as stated in the Referral but is acceptable and deemed a good fit by the VRC and Participant, County will update the JP Strategy Report to reflect the new vocational goal.
- c. County shall submit a standardized Job Placement and Retention Verification Form and invoice to the VRC. Participant shall be on the job for three working days prior to County submitting the Verification Form and requesting payment for an initial employment placement. If a second employment placement occurs, the Participant shall be on the job for 30 working days prior to County submitting the Verification Form and requesting payment. An updated JP Strategy Report will be required for each subsequent employment placement.
- d. (Reserved).
- e. County shall not place Participant within an Oregon Forward facility, formerly known as a Qualified Rehabilitation Facility.
- f. Job Placement in conjunction with Job Placement Track 2 and Track 3 service levels may require a Participant to use more than one Job Placement in order to meet their required work hours as stated in their JP Strategy Report. When this

employment placement requirement occurs, a special provision may be implemented:

- (1) The special provision for Job Placement Track 2 and Track 3 service levels, as authorized by the Participant and the VRC, allows payments for multiple Job Placements using incremental steps of the standard Job Placement payment levels.
- (2) VR will issue payments for special provision employment placements incrementally: 50% of the total payment is paid for the first employment placement; and 50% of the total payment is paid for the second employment placement, after the second placement reaches the total number of hours agreed upon in the Participant's JP Strategy Report.
- (3) The VRC may authorize an additional 50% payment for a special provision employment placement, to achieve the total number of hours in the Participant's JP Strategy Report, and to reach Job Retention.
- (4) The special provision employment placement payment will be issued by VR, as authorized by the VRC, after Participant has been on the job for three working days and County has submitted required documentation.

12. Placement Acceptance or Rejection

a. Placement Acceptance

The VRC accepts placement when Participant, VRC, and County agree the placement meets the vocational goal, or the revised vocational goal, is appropriate, and the Job Placement and Retention Verification Form is signed. County will ensure all monthly reports are submitted prior to submitting an invoice for the placement payment.

b. Placement Rejection

If the placement does not meet the vocational goal, or the placement fails for any other reason, the VRC will evaluate the reasons for the failed placement and may allow County to attempt an additional placement or County may choose to end IPS services for the Participant.

13. Job Retention

a. County will submit a standardized Job Placement and Retention Verification Form and an invoice to the VRC if the following expectations have been met.

- (1) The VRC, Participant, County, and employer agree that 90 working days of successful employment and Job Stability have been achieved.
- (2) The necessary long-term supports have been established for Track 2 and Track 3 service levels.
- (3) The job matches the Participant's vocational goal and work hours requested on the Referral form.

b. Job Retention Acceptance or Rejection

- (1) Acceptance

- i. Using the approved VR form, County has submitted monthly communications to the VRC regarding Participant’s performance, employer’s expectations, and any performance evaluations during the Job Retention period. County submitted all required monthly reports prior to invoicing for the Job Retention payment.
 - ii. The VRC accepts the Job Retention and signs the Job Placement and Retention Verification Form. The VRC approves payment of the invoice.
- (2) Rejection

The required elements of a successful Job Retention have not been met by the County and the VRC does not approve the invoice for payment.

14. Additional IPS Employment Services

- a. Additional IPS employment services are optional services a County may provide for a Participant, when the VRC determines the services are necessary. The VRC will request the additional IPS employment services listed below using a standardized VR Referral form or the VR Authorization for Purchase (“AFP”).
- b. Additional IPS employment services include the following:
 - (1) Direct Placement
 - (2) An IPS Career (Vocational) Profile

15. IPS Direct Placement

- a. If County hires new employees to provide IPS Direct Placement services, County shall ensure the new employees meet the minimum qualifications for providing the Direct Placement services. Documentation that the new employee has met the minimum qualifications shall be maintained in the County’s file for the employees.
- b. The VRC will submit a Direct Placement Referral Form to the County to initiate the IPS Direct Placement services. This Direct Placement Referral Form is not required if County is initiating the Direct Placement Service with the VRC.
- c. The VRC, Participant, and County shall agree that the job is a match for the needs, job choice, and number of work hours for the Participant.
- d. County shall submit a Direct Placement Strategy Report to specify the strategies to be used to successfully retain the Direct Placement and a Direct Placement Retention Form when Job Retention has been achieved.
- e. VR will issue a payment for the IPS Direct Placement upon receipt and acceptance of the Direct Placement Strategy Report by the VRC and the County’s invoice. VR will pay the Direct Placement Retention fee upon receipt of the Direct Placement Retention Form and the County’s invoice.
- f. Payment timeframes are as follows:
 - (1) The Direct Placement Strategy Report fee will be paid after Participant has successfully completed three business days’ employment.

- (2) The Direct Placement fee will be paid after Participant has successfully completed 30 business days' employment.
- (3) The Direct Placement Retention fee will be paid after the Participant has successfully completed 90 business days' employment and Job Stability.
- g. VR will not pay the Direct Placement fee or the Direct Placement Retention fee if the Participant's employment ends before 30 business days. The VRC will decide with the Participant the next steps for the Participant in the VR process, such as further assessments, training, or Referral to Job Placement Services.
- h. County may submit an invoice for the Direct Placement fee if the Participant's employment ends between 30 and 90 business days. VR will not pay a Direct Placement Retention fee if this occurs. The VRC will decide with the Participant the next steps for the Participant in the VR process, such as further assessments, training, or Referral to Job Placement Services.
- i. If County receives a Referral for Job Placement Services to continue working with a Participant who had previously received Direct Placement services, VR will pay County one Job Placement fee, in addition to the Direct Placement fee described above.
- j. If Participant is employed at the time of Referral for Direct Placement services, County will complete the Direct Placement Strategy Report and the Direct Placement Retention Form. VR will only pay the County the Direct Placement Retention fee.

16. Direct Job Placement Training Requirements

- a. County and County's employees and subcontractors who will be providing IPS Job Placement Services are required to take the VR approved Direct Job Placement training within 12 months of Agreement execution.
- b. If County hires a new employee who will be providing IPS Job Placement Services, the new employee shall complete the VR approved Direct Job Placement training at the earliest opportunity the training is scheduled on the VR training schedule. When modifications are made to the mandatory Direct Job Placement training, County and County's employees and subcontractors may be required to attend the updated training.
- c. Direct Job Placement training information can be found on the VR website at: <http://www.oregon.gov/dhs/employment/VR/Pages/Index.aspx> .

17. Continuing Education Requirements

- a. Track 2 and Track 3
VR IPS contractors and contractor's employees and subcontractors providing Track 2 and Track 3 services shall complete at least 12 credit hours of ODHS approved continuing education per 12-month Agreement period to maintain skills and competencies.
- b. Requirements Specific to IPS Services

County and County employees and subcontractors providing IPS services shall complete the following mandatory ODHS trainings and maintain a yearly certification.

- (1) DHSOHA-ISPO – Information Security and Privacy Awareness
- (2) DHSOHA-HR – Fraud Detection and Prevention

c. County and County employees and subcontractors providing IPS services shall complete the following courses or an IPS equivalent within three months of Agreement execution, employee hire date, or subcontract execution. Yearly certifications shall be maintained.

- (1) DAS-CHRO-Maintaining a Harassment Free and Professional Workplace
- (2) DHSOHA - HR - Preventing Sexual Harassment
- (3) DAS-CHRO Violence Free and Weapons in the Workplace
- (4) DHSOHA-HR-2019 Preventing Harassment, Discrimination and Inappropriate Workplace Behavior
- (5) Confidentiality of Substance Use Treatment Information
- (6) HIPAA and Behavioral Health
- (7) Corporate Compliance and Ethics
- (8) Computer Security in the Workplace
- (9) Sexual Harassment for Employees
- (10) Safety Plans and Basic ALICE Course “Business”
- (11) Mandatory Abuse Reporting Training

18. Additional County Requirements

- a. In accordance with ORS 409.050, VR has adopted the requirements under OAR 411-345-0030 to meet the requirements as set forth in Executive Order 15-01 and to ensure all populations served by VR are provided services by equally skilled and highly qualified providers. These requirements are as follows:
 - (1) County shall have at least one employee in a supervisory position who has ODHS approved credentialing and has satisfied the Core Competency requirement.
 - (2) Providers independently contracted or subcontracted shall also have the ODHS approved credentialing and have satisfied the Core Competency requirements.
- b. County will be prohibited from negotiating services that are not in the executed IPS services Agreement with VR Branch Managers, Vocational Rehabilitation Counselors, or VR support staff.

19. Job Placement Service Coordination

- a. Each Participant will require an individualized employment outcome strategy to address the barriers related to their specific Employment Profile and the VRC and Participant will guide the County in its development, implementation and monitoring.
- b. If County, County's employees, or subcontractors is an Employment Network ("EN") with the Social Security Administration or the Ticket to Work ("TTW") program, and County has not signed the TTW General EN Contract with VR, as stated in CRF 411.400, County shall have the TTW General EN Contract signed and in place before County can provide Job Placement services under a Contract with VR awarded as a result of RFA DHS-5002-21.
- c. County will use secure emails when sending confidential Participant information to ensure the information is protected. County will follow the email encryption process approved by ODHS' Office of Information Security.
- d. ODHS may allow a co-enrolled ODDS Contractor to continue to provide employment services under a contract issued by VR. If Contractor is not compliant with training and or credentialing requirements, Contractor will submit an approved ODDS variance to the VR Agreement Administrator.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

- a. Payments will be made as described in subsection 2.2 of the DHS-5002-21 RFA document or as negotiated in the Agreement.

An example of these payment provisions is the use of a VR Authorization for Purchase (“AFP”). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. County shall submit a copy of the AFP along with County’s invoice when requesting payment. County shall submit an invoice no later than 30 calendar days after the rendering of the currently authorized services.

- b. County shall send all invoices to ODHS’ VRC at the address listed on the AFP, or to any other address as ODHS may indicate in writing to County.
- c. County’s claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- d. ODHS will make payment to the County based on ODHS accepted and approved invoices according to the following schedules for achieved milestones and other services.

(1) Achieved Milestone Payments.

Job Placement Services	Milestone Payment Amount
Job Placement – (Referral)	\$100.00
Job Placement Services – Strategy Report & Meeting	Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Strategy Review & Monthly Reports	Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Job Placement	Track 2 = \$1,500.00 Track 3 = \$2,000.00
Job Placement Services – Retention	Track 2 = \$1,500.00 Track 3 = \$2,000.00

(2) Additional Service Payments

Costs associated with providing services (doing business) under this Agreement are the responsibility of the County. Achieved Milestone Payments and payments for Additional Services are the only payments ODHS will make for Job Placement Services.

Job Placement Services – Additional Services	Payment Amount
Direct Placement Fee	Placement Fee = \$1,500.00 Retention Fee = \$1,500.00
Direct Placement Strategy Report Fee	Flat Fee for each report= \$500.00
Community Based Work Assessment	Flat Fee = \$1,100.00

2. Travel and Other Expenses.

ODHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS clients.

2. Amendments.

- a. ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work based on the original scope of work of RFA DHS-5002-21 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to ODHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, County shall notify the referring ODHS caseworker within 24 hours. County shall immediately contact the local ODHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to ODHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

- a.** The following individuals providing services under this Agreement are subject to a background check through ODHS' Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:

 - (1) All employees of the County providing care or having access to ODHS clients, client information, or client funds.
 - (2) All volunteers of the County providing care or having access to ODHS clients, client information, or client funds.
 - (3) All subcontractors of the County providing care or having access to ODHS clients, client information, or client funds.
- b.** All employees, volunteers, and subcontractors of the County receiving background checks from the ODHS' Background Check Unit are required to report to the County any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
- c.** Within five business days of such notification, the County is required to report to the ODHS' Background Check Unit the employee, volunteer, or subcontractor's new history. The ODHS' Background Check Unit may request a new background check to reevaluate the ongoing fitness of the County's employee, volunteer, or subcontractor.
- d.** The criminal records check procedures listed above also apply to County, its owners, managers, and board members regardless if any individual has access to ODHS clients, client information or client funds. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."

5. Equal Access to Services. County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

6. Media Disclosure. County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.

7. Nondiscrimination. County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. ODHS represents and warrants as follows:

- (1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by ODHS and constitutes a legal, valid and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODHS, result in payments to County to which County is not entitled, ODHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

7. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to ODHS;
 - (2) Upon 45 days advance written notice to ODHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under this Agreement and such default remains uncured at the end of said

30-day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if ODHS determines that County or any of its subcontractors have endangered or are endangering

the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. **Effect of Termination.**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, ODHS shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

14. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security

requirements, and ODHS grants County or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.

- 16. Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 17. Assignment of Agreement, Successors in Interest.**

 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 18. 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.
- 19. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
27. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the

Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the County directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including the County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$1,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than **\$1,000,000** per claim. Annual aggregate limit shall not be less than **\$2,000,000**. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** (Reserved)
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** (Reserved)
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.



B.1

DAN JOHNSON
DIRECTOR

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

May 20, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement #34284 with the
State of Oregon, acting by and through its Department of Transportation, Commerce and
Compliance Division for Clackamas County Motor Carrier Personnel to perform
Commercial Vehicle Inspections at State Weigh Stations

Purpose/Outcomes	Allow Clackamas County Motor Carrier Safety personnel to perform commercial vehicle inspections at ODOT Weigh Stations 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek with a mutual goal of improving highway safety and protecting infrastructure.
Dollar Amount and Fiscal Impact	No financial impact, agreement only
Funding Source	N/A
Duration	Effective from date of all received signatures to January 23, 2025
Previous Board Action	05/11/21: Discussion item at issues
Counsel Review	This contract has been reviewed by County Counsel on April 26, 2021. NB
Procurement Review	No, item is an IGA for use of ODOT Weigh Station facilities with no financial transactions.
Strategic Plan Alignment	1. Improved Community Safety 2. Ensure safe, healthy and secure communities by ensuring that commercial motor vehicles meet Federal safety standards.
Contact Person	Joseph Marek, Traffic Safety Program Manager – (503) 970-8987
Contract No.	34284

BACKGROUND:

The Clackamas County Department of Transportation and Development, Motor Carrier Safety Section requests the approval of Intergovernmental Grant Agreement #34284 with the State of Oregon, acting by and through its Department of Transportation, Commerce and Compliance Division to allow Motor Carrier Safety Staff to perform commercial vehicle inspections at three State-owned weigh stations. The agreement includes permission to use the facilities and protocols for cleaning it after use. Use of these State-owned weigh stations by County personnel allow more comprehensive coverage of commercial vehicle inspections along Highway 212/224 and Highway 26, both busy freight corridors.

This contract is effective from date of all signatures until January 23, 2025, at which point it will need to be renewed.

RECOMMENDATION:

Staff recommends the Board approval of this agreement.

Respectfully submitted,

Joseph Marek

Joseph Marek
Traffic Safety Program Manager
Department of Transportation and Development

AGREEMENT FOR SERVICES
Intergovernmental
CCD Weigh Stations – Clackamas County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Commerce and Compliance Division hereinafter referred to as "CCD" and the Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
2. The purpose of the Agreement is to allow Agency temporary access, upon written request, to CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations to assist with enforcement activity. The Parties share a mutual goal of improving highway safety and protecting infrastructure.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.** Under such authority, Agency wishes to retain the use of CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations to perform enforcement activity as described in Exhibit A, hereinafter referred to as "Project."
2. **Exhibits Attached and Incorporated.**
 - a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:
 - Exhibit TCD – Terms, Conditions and Definitions
 - Exhibit A – Statement of Work and Delivery Schedule
 - Exhibit B – Compensation & Payment Provisions **[RESERVED]**
 - Exhibit C – Insurance **[RESERVED]**
 - Exhibit D – Special Terms & Conditions **[RESERVED]**
 - Exhibit E – Americans with Disabilities Act (ADA) Compliance **[RESERVED]**
 - Exhibit F – Contact Information
 - Exhibit G – 2ZXY Key Form
 - Exhibit H – CCD Weigh Station Open/Close Procedure Example

3. **Order of Precedence**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,
- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

4. **Term of Agreement; Effective Date.** The term of this Agreement begins on the date all required signatures are obtained and terminates on January 23, 2025, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

5. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.

a. CCD may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by CCD, under any of the following conditions:

- i. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from CCD fails to correct such failures within ten (10) days or such longer period as CCD may authorize.
- ii. If CCD fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CCD, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
- iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if CCD is prohibited from paying for such services from the planned funding source.

b. Agency may terminate this Agreement effective upon delivery of written notice to CCD, or at such later date as may be established by Agency, under any of the following conditions:

- iv. If CCD fails to perform any of the other provisions of this Agreement, and after receipt of written notice from Agency fails to correct such failures within ten (10) days or such longer period as Agency may authorize.
 - v. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Agency is prohibited from paying for such services from the planned funding source.
- c. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
6. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
7. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of CCD. CCD's consent to any subcontract (or other delegation of duties) does not relieve Agency of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.
8. **No Third Party Beneficiaries.** Agency and CCD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.
9. **Waiver; Amendment.** 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. This provision survives termination of the Agreement.

10. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.

11. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

13. **Integration.** 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.

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.

Clackamas County, by and through its
designated officials

By _____

Date 5/20/2021

By _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

STATE OF OREGON, by and through
its Department of Transportation

By _____

Amy Ramsdell Commerce and
Compliance Division Administrator

Date _____

CCD Contact:

Garry Pullen, Field Services Technical
Analyst

3939 Fairview Industrial Ave.
Salem, OR 97302

Agency/CCD
Agreement No. 34284

Agency Counsel

Phone: (503) 378-6070

Email: Garry.P.Pullen@odot.state.or.us

Date _____

Agency Contact:

Joseph F. Marek

Phone: (503) 742-4705

Email: JoeMar@clackamas.us

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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 CCD 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.
2. With respect to a Third Party Claim for which CCD is jointly liable with Agency (or would be if joined in the Third Party Claim), CCD 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 CCD 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 CCD 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. CCD'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 CCD had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with CCD (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 CCD in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of CCD 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 CCD 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.

4. 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.

RECORDS

The Parties acknowledge and agree that either Party, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of either Party which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTOR REQUIREMENTS & INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that CCD shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of CCD, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
2. Any such indemnification shall also provide that neither Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor or subcontractor is prohibited from defending the State of Oregon, or that Agency's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important

governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor or subcontractor if the State of Oregon elects to assume its own defense.

3. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from CCD.

RIGHT OF ENTRY

1. CCD grants Agency the right to enter onto CCD right of way for the performance of duties as set forth in this Agreement.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the CCD and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY [RESERVED]

REMEDIES [RESERVED]

EXHIBIT A
STATEMENT OF WORK AND DELIVERABLE SCHEDULE
PROJECT: CCD Weigh Stations - Clackamas County

PROJECT DESCRIPTION and OVERVIEW of SERVICES

To allow Agency temporary access, upon written request, to CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations to assist with enforcement activity. The Parties share a mutual goal of improving highway safety and protecting infrastructure.

CCD Responsibilities

1. CCD shall provide a 2ZXY key to Agency to access CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations after receiving a completed 2ZXY Key Form, as shown on Exhibit G.
2. CCD's Project Manager for this Agreement is Carla Phelps, Field Motor Carrier Services Section Manager, or assigned designee upon individual's absence. CCD shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency Responsibilities

1. Upon execution of this Agreement, Agency shall complete and submit Exhibit G, attached hereto and by this reference made a part hereof, to CCD'S Project Manager listed in this Agreement, for issuance of a 2ZXY key to an authorized user. For the purpose of this Agreement, an authorized user is the person named on the 2ZXY Key Form.
2. Agency shall schedule occupancy dates for CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations for authorized user 30 calendar days in advance through CCD contact as shown on Exhibit F, Section b.
3. Agency shall schedule training for authorized user to operate CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh station through CCD contact as shown on Exhibit F, Section b. 15 calendar days in advance of initial scheduled occupancy date at said weigh stations.
4. To ensure security, Agency's authorized user shall follow the CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations open/close procedure protocol posted in the weigh station. Exhibit H is provided as an example. Agency shall immediately notify CCD contact as shown on Exhibit F, Section b. of any breach of security. For the purpose of this

Agreement, a breach of security is the unauthorized entrance into CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations.

5. Agency shall bear the cost for performing maintenance and repairs to CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek equipment and weigh stations that occur during Agency's occupancy. For the purpose of this Agreement, maintenance for said weigh stations shall include, but is not limited to; Agency to provide their own cleaning supplies and to wipe down surfaces with a disinfectant, to provide their own PPE and hand sanitizer, and to replenish used paper products to the same condition as when Agency arrived to CCD's weigh station. For the purpose of this Agreement, repairs to said weigh stations shall include any damage, intentional or accidental, resulting from the actions or omissions of the Agency or its agents or invitees. Examples include, but are not limited to; printer knocked off counter and breaks or key broken in door lock. Agency is not responsible for any repairs required as a result of normal wear and tear, acts of God, or damage caused by unrelated parties.
6. Agency shall carry adequate insurance with respect to the State of Oregon Insurance Fund to cover personal injury and property damage during Agency's occupancy of CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations. Oregon Department of Transportation is exempt from liability during Agency's occupancy at said weigh stations.
7. Agency shall contact CCD as shown on Exhibit F, Section b., immediately to report any issues or damages incurred during occupancy to the CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh station buildings or equipment. Agency shall email all applicable photos and documentation to CCD.
8. Agency will provide their own computer and mobile Wi-Fi to access the Web Enforcer program, IGA 31060 while using CCD's 03-08 EB Brightwood, 03-07 WB Brightwood and 03-04 Rock Creek weigh stations.
9. Agency shall be clear when issuing citations they are in no way acting on behalf of the Oregon Department of Transportation.

EXHIBIT F - CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. CCD's Project Manager:

Name:	Carla Phelps, Field Motor Carrier Services Section Manager
Address:	3930 Fairview Industrial Drive SE, Salem OR 97302-1166
Ph:	503-510-9370
E-mail:	Carla.d.phelps@odot.state.or.us

b. CCD's weigh station contact:

Name:	Karla Tackett
Address:	500 SE Frontage Rd. Cascade Locks, OR 97014
Ph:	541-374-8980
E-mail:	Karla.R.Tackett@odot.state.or.us

c. Agency's PM or Contact:

Name:	Joseph F. Marek
Address:	
Ph:	503-742-4705
E-mail:	JoeMar@clackamas.us

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to ODOT Procurement Office.

EXHIBIT G – 2ZXY KEY FORM



Oregon
Kate Brown, Governor

Department of Transportation
Commerce and Compliance Division
3930 Fairview Industrial Drive SE
Salem, OR 97302-1166
www.oregon.gov/ODOT/MCT/

I WAS ISSUED 2ZXY KEY NO. _____ FROM THE OREGON DEPARTMENT OF TRANSPORTATION, COMMERCE AND COMPLIANCE DIVISION (CCD). BY TAKING POSSESSION, I UNDERSTAND THAT I AM RESPONSIBLE FOR THE SAFEKEEPING OF THE KEY. IF THE KEY IS LOST OR STOLEN, I WILL NOTIFY THE CCD PERSONNEL AT 3930 FAIRVIEW INDUSTRIAL DR SE, SALEM OR 97302-1166.

NAME (PRINTED)

AGENCY

ADDRESS

PHONE NUMBER

DATE

SIGNATURE

**EXHIBIT H – CCD WEIGH STATION OPEN/CLOSE PROCEDURE EXAMPLE
(Procedure will be posted in the building)**

• **OPENING:**

- Light switches to the right of the entrance need to be **ON** only during **dark** hours.



- Breaker box to the left of the entrance: Inside are two breakers that are labeled **OPEN/CLOSE SIGNS**, Both need to be turned on (This allows use of light switches on the wall near the scale door, light switches are labeled as well).



- Ensure all blinds are open.
- Located to the left of the desk, a light switch will turn on power to **Red/Green light (only power)**. Actual operation of red/green light is toggled by foot pedal on floor. **Ensure green light is on and functioning prior to opening scale.**



- **WITH ALL THESE STEPS DONE, WEIGH STATIONS WILL BE READY TO OPEN.**



- **CLOSING:**

- Wipe down surfaces and door knobs with a disinfectant cleaner to prevent the spread of contagious diseases and replenish used paper products to the same condition as when Agency arrived.
- Ensure **all** lights are off...outside, red/green, office lights, weigh station open/closed signs.
- If absent for **more** than a day from CCD's weigh station, turn off the breakers for the weigh station open/closed signs to conserve power.
- Empty garbage and Incinolet toilet prior to leaving.
- Ensure **both** doors are locked and secure prior to leaving.



B.2

DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 13, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order to Permit a Gate across Hofeldt Drive, a local access road

Purpose/Outcomes	Issues a revocable permit to construct a gate across Hofeldt Drive
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Until the Board deems necessary to revoke the approved gate permit
Previous Board Action	4/13/21: Discussion item at Issues 4/29/21: Public hearing
Strategic Plan Alignment	Build public trust through good government
Counsel Review	Reviewed and approved by County Counsel on 5/5/21, NB
Procurement Review	This item was not processed through Procurement. This item has no involvement with procurement.
Contact Person	Michael Bays, Survey/Cadd Supervisor 503-742-4667

BACKGROUND

The Department of Transportation and Development together with several County departments has worked for years to create a way for property owners to petition the Board to allow the construction of a gate across a public road. The process closely mirrors the road vacation process with one exception, a mandatory public hearing per County Code 7.03.090(M). This Staff Report and Road Officials Report is being presented to the Board to approve the Board Order that was the subject of the April 2 2021 Public hearing.

Rhododendron Water Association has completed all of the requirements to gate Hofeldt Drive. Hofeldt Drive, is a non-maintained local access road, located north of Highway 26 in the ZigZag community, and is only partially constructed. The reason Rhododendron Water Association has petitioned the Board to allow a gate to be constructed at its intersection with Woodlands Road is the volume of errant vehicles trying to find a vacation resort and to protect the water facility located at the north terminus of the improved road.

The Petition to Gate has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting the public road proposed to be gated, pursuant to County Code 7.03.090(M) and Clackamas County Gate Instructions. A public hearing was held on April 29, 2021 at which Department of Transportation and Development staff were instructed

to present this Board order as a consent agenda item at a subsequent business meeting.

RECOMMENDATION

Staff respectfully recommends that the Board approve of a Board Order to issue a revocable permit to install a gate across Hofeldt Drive subject to the conditions set forth in said order.

Sincerely,

Michael Bays

Survey/Cadd Supervisor
Department of Transportation and Development

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

In the matter of Gating
A portion of Hofeldt Drive,
A Local Access Road, situated
In Section 3, T.3 S., R.7 E., W.M.
Clackamas County, Oregon



Board Order No. 2021-30
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.056, a petition has been filed with the determined fee, and a written report from the County Road Official, Dan Johnson, Director, have been submitted in the matter of gating a portion of Hofeldt Drive, a Non-Maintained Local Access Road, finding all of the conditions for the construction of a gate in accordance with Clackamas County Code 07.03.090(M) have been met including a public hearing. Additionally, the requirements as set forth in the Gate Permit Application have been met. Said portion of Hofeldt Drive being described as follows:

All of that portion of Hofeldt Drive (Faubian Drive (p), depicted on attached Exhibit "A" and, by this reference a part of this description, situated in Map of Mount Hood Woodlands, Plat Number 518, Clackamas County Plat Records, and in the northeast ¼ of Section 3, T.3 S., R.7 E., W.M., Clackamas County, Oregon, lying northerly of, and between, the northerly right of way of Woodlands Road, and the northerly line of Lot 49, Block 7 of said plat.

Whereas Consent to Gate forms have been signed and notarized by 100 percent of all affected property owners that adjoin the portion of Hofeldt Drive to be gated; and,

Whereas the Board having read said petition and report from the County Road Official, and having heard public testimony in this matter, have determined that an extraordinary circumstance exists and the gating of the above described portion of Hofeldt Drive will not impinge upon the traveling public's interest; now therefore,

IT IS HEREBY ORDERED, that the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated April 15, 2021, attached hereto as Exhibit A, and further finds that an extraordinary circumstance exists that justifies the issuance of a revocable permit to construct and maintain a locked gate as provided herein; and,

IT IS HEREBY ORDERED that the petitioner in this matter is issued a revocable permit to construct a gate across the described portion of Hofeldt Drive at its intersection with Woodlands Road subject to the following conditions;

1. The party issued the permit shall bear all costs of construction and maintenance of the gate.
2. The gate will accommodate emergency vehicle access by providing a minimum 12 foot wide clearance when open and if locked will employ a locking system such as the Knox Box or lock system that is approved by the Hoodland fire district.
3. A contact phone number for the responsible party will be posted on or near the gate for access issues; and,

IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this 20 day of May, 2021
BOARD OF COUNTY COMMISSIONERS

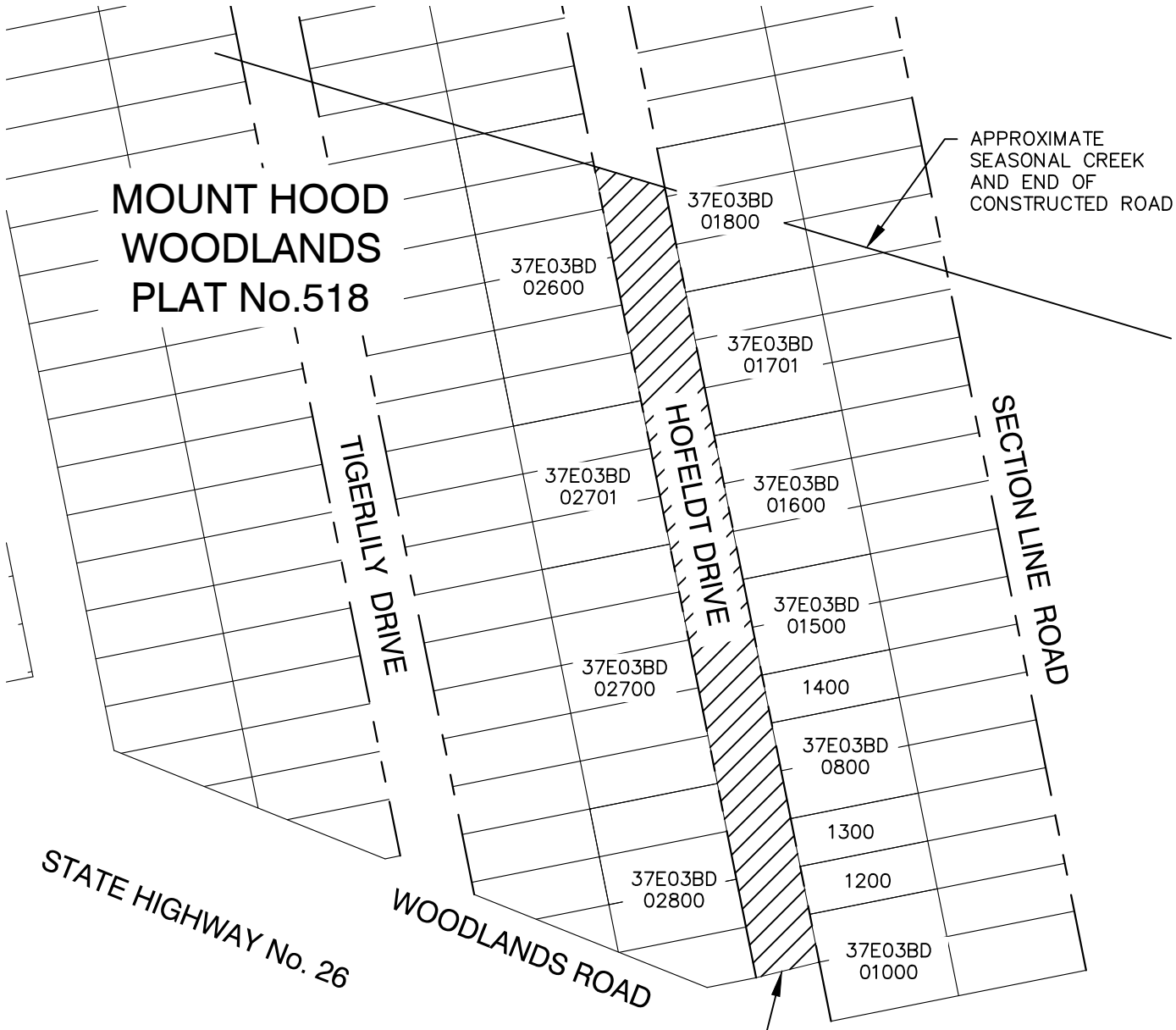
Chair

Recording Secretary

SITUATED IN THE NW¹/₄ OF
SECTION 3, T.3 S., R.7 E., W.M.

**MOUNT HOOD
WOODLANDS
PLAT No.518**

APPROXIMATE
SEASONAL CREEK
AND END OF
CONSTRUCTED ROAD



PROPOSED GATE
LOCATION

LEGEND

 GATED AREA



SCALE 1" = 100'

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: April 15, 2021

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE GATING OF A PORTION OF HOFELDT DRIVE**

LOCATION: Hofeldt Drive, located near Welches lying north of Highway 26, situated in the Map of Mount Hood Woodlands, Plat Number 518 and, the NE1/4 of Section 3, T.3 S., R.7 E., W.M.

FACTS AND FINDINGS: Hofeldt Drive, a Non-Maintained Local Access Road was dedicated to the public August 25, 1925, This portion of Hofeldt Drive, serves two permanent residents and the petitioners' community water supply. The petitioners wish to gate a portion of Hofeldt Drive lying northerly of Woodlands Road to their northerly property line being Lot 49, Block 7 of said plat. A 12 foot deep, 25 foot wide, seasonal creek effectively cuts off Hofeldt Drive at or near the said Lot 49, preventing further travel of the right of way.

The portion of Hofeldt Drive to be gated contains approximately 21,600 square feet, being a graveled surfaced one lane road that serves no public need and is not a benefit to the traveling public. Gating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Gate under ORS 368.056 has been filed with the determined fee and, in accordance with Clackamas County Code 07.03.090(M) all requirements have been considered or have been met by the petitioner. Additionally, the requirements as set forth in the Gate Permit Application, acknowledged signatures of owners of 100 percent of private property proposed to be gated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be gated. All abutting property owners in this instance have signed the Consent to Gate forms that have been acknowledged by the proper authority. All requirements have been met with the exception of a public hearing.

It is my assessment that the proposed gate will not impinge upon the traveling public's interest.



DAN JOHNSON
DIRECTOR

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

June 3, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibility for a portion of Maplelane Court and Maplelane Road (County Road #0398, DTD #32104 and DTD #32001, to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of Maplelane Court to the City of Oregon City and establishing a process and timelines related to a jurisdictional transfer.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$29,384 which represents the cost of a 2" asphalt overlay over that portion being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	May 18, 2021: Discussion item at issues
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. Build public trust through good government
Counsel Review	Reviewed and approved: 5/11/21 NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of Maplelane Court and Maplelane Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of Maplelane Court and Maplelane Road.

Transferring the rights and duties as road authority for these portions of Maplelane Court and Maplelane Road to the City of Oregon City will eliminate confusion and improve efficiencies of

maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as a jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
MAPLELANE COURT AND MAPLELANE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of Maplelane Court and Maplelane Road subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001;

WHEREAS, Maplelane Court and Maplelane Road are depicted in Exhibit “B”, and more particularly described in Exhibit “A”, all of which are attached hereto and incorporated herein (collectively “Maplelane Court”);

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Maplelane Court;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Maplelane Court should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.
2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of Maplelane Court subject to this Agreement measures approximately 1,606 feet and 96,367 square feet in area, as more particularly depicted on Exhibit “B”, and more specifically described on Exhibit “A”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
- A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Maplelane Court; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Maplelane Court and Maplelane Road which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on Maplelane Court and Maplelane Road required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.
5. **County Responsibilities.**
- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court and Maplelane Road.
 - B. The County shall provide to the City the sum of \$29,384 which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Maplelane Court identified in the exhibits attached to this Agreement. The sum of \$29,384 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Maplelane Court and Maplelane Road are surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Maplelane Court and Maplelane Road, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Maplelane Court and Maplelane Road, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court
- B. The City agrees to assume full and absolute jurisdiction over the portion of Maplelane Court and Maplelane Road identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense

thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding

such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, 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.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF OREGON CITY

City Manager, Anthony J Konkol, III

Date

Approved as to form:

City Attorney

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.



1' = 200'

EXHIBIT "B"

CITY LIMITS

START MILE POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS COUNTY

CITY OF OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
OR NO. 398

CITY OF OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

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



05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 3, 2021

Board of Commissioners
Clackamas County
Members of the Board:

A Board Order Vacating a Portion of Victory Road

Purpose/Outcomes	Permanent vacation of a portion of Victory Road right of way.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Upon execution; permanent right of way easement and vacation.
Previous Board Action	N/A
Strategic Plan Alignment	Grow a Vibrant Economy by giving back unused right of way to provide for construction of a new home.
Counsel Review	Reviewed and approved by County Counsel on 05/11/21 NB
Procurement Review	This Item was not processed through Procurement This is a right of way acknowledgement and simultaneous vacation
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND:

Victory Road, (County Road No. 2247), located in the NW quarter of Section 23, Township 2 South, Range 2 East, W.M., was dedicated to the public, February 17, 1910, through Outlook, Plat Number 242, Clackamas County Plat Records. A recent partition of property adjoining Victory Road and Forsythe Road created an opportunity for the County to partner with the developer to complete a project on the County's Transportation System Plan. This project relocated the Victory Road right of way to a much safer intersection with Forsythe Road. As a result of the relocation, there is existing right-of-way that is no longer being used by the public and therefore can be vacated.

The portion to be vacated contains approximately 11,276 square feet, being an unused right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation, provide that utility rights are reserved.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Victory Road right of way.

Sincerely,

Douglas Cutshall

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

In the Matter of the Vacation
of a Portion of Victory Road,
Co. Rd. No. 2247, DTD No. 22222,
Situated in the NW ¼ of
Section 23, T.2 S., R.2 E., W.M.



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that Stone Creek & Development Inc. has dedicated to the public a Permanent Right of Way Easement for Road Purposes, and;

Whereas the said right of way easement was previously accepted through Partition Plat 2018-055, Clackamas County Plat Records, which said plat relocated a portion of Victory Road to provide a safe intersection with Forsythe Road. This new alignment will allow the unused portion of Victory Road right of way to be vacated. The said vacated portion being described as follows;

All of that portion of Victory Road, County Road Number 2247, situated in the NW1/4 of Section 23, T.2 S., R.2 E., W. M. lying north of and between the northerly right of way of Forsythe Road, County Road Number 408 and, the easterly extension of the arc of a curve labeled C-16, depicted on Page 2 of Partition Plat 2018-055 Clackamas County Plat Records, said arc being the southerly right of way of relocated Victory Road, said vacated portion is shown on attached Exhibit "A" and by this reference made a part of this description.

Whereas the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation provided that utility rights are reserved; now therefore,

IT IS HEREBY ORDERED, that the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated April 13, 2021; and,

IT IS FURTHER ORDERED that the above described portion of Victory Road and attached Exhibit "A", containing, 11,276 square feet, more or less, be vacated; and,

IT IS FURTHER ORDERED that rights for all existing utilities within the vacated Victory Road right of way, be reserved, Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to access, maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

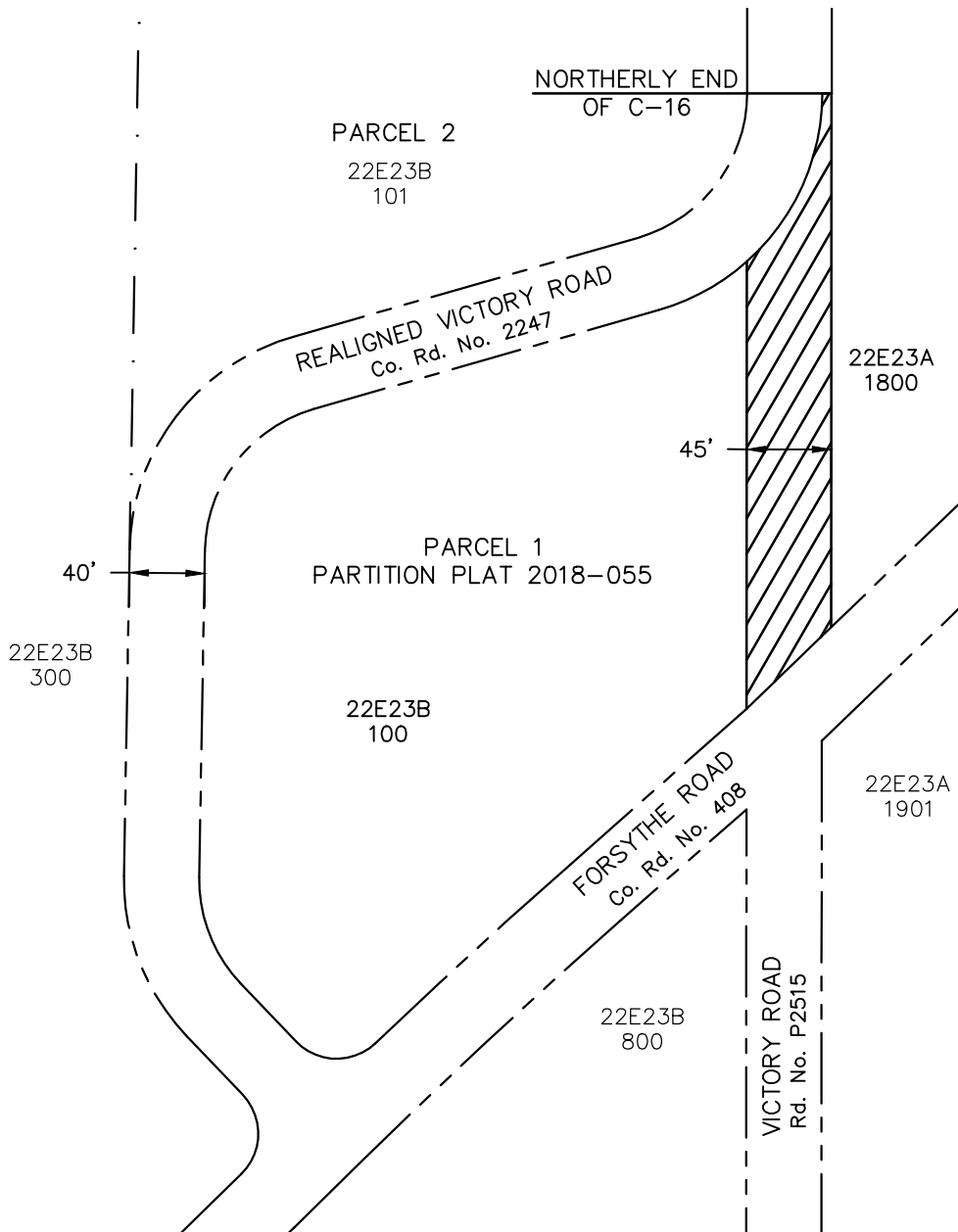
ADOPTED this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

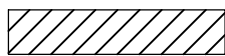
Chair

Recording Secretary

SITUATED IN THE NW 1/4 OF
SECTION 23, T.2 S., R.2 E., W.M.
CLACKAMAS COUNTY, OREGON



LEGEND



VACATED RIGHT OF WAY
45' WIDTH x 251' LENGTH
11,276 Sq. Ft.



SCALE 1" = 100'

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: April 13, 2021

SUBJ: **Board Order Vacating a Portion of Victory Road, County Road No. 2247**

LOCATION: Victory Road is situated in the northwest quarter of Section 23, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon.

FACTS AND FINDINGS: Victory Road was dedicated to the public, February 17, 1910, through Outlook, Plat Number 242, Clackamas County Plat Records. A recent partition of property adjoining Victory Road and Forsythe Road inspired the County to partner with the developer and relocate the Victory Road right of way to a much safer intersection with Forsythe Road. The relocation resulted in an unused portion of the old Victory Road.

The portion to be vacated contains approximately 11,276 square feet, being an unused right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation, provide that utility rights are reserved.

It is my assessment to support the subject road vacation.

This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4) (A). Said Code enumerated as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is still available via the new Victory Road.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It was physically possible to build a road however that road did not meet contemporary standards

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It was economically feasible at the time of the original road construction.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: The newly constructed Victory Road provides access to all of the property the old alignment provided.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: The right of way has no present or future value.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipate impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

Dan Johnson, Director D.T.D



DAN JOHNSON
DIRECTOR

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

June 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Contract Paving: Webster Area Package Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS Chapter 203, ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$32,209 and is included within the \$1,048,440 total project budget.
Funding Source	\$997,704 of Community Road Fund and \$50,736 of County Road Fund will be used.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	None
Strategic Plan Alignment	-This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." -This item aligns with "Build a Strong Infrastructure" by repaving 1.15 miles of local roads.
Counsel Review	County Counsel reviewed and approved 5/11/21
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Mendi Houx, Right of Way Agent 2 503-742-4672

Community Road Fund and County Road Funds will be used to complete an urban contract paving package in the Webster Road area (the "Project"). The Project consists of ADA Ramp Improvement upgrades at SE Aldercrest Court and SE Vernelda Street, and SE Webster Road and SE San Marcos Avenue, and paving 1.15 miles of local roads in the following locations:

- SE San Marcos Avenue from SE Delrey Avenue to SE Webster Road.
- SE Antigua Avenue from SE Delrey Avenue to the culdesac.
- SE Cypress Avenue from SE Delrey Avenue to SE Webster Road.
- SE Renada Street from SE Webster Road to SE Del Rey Avenue.
- SE Eldorado Court from Delrey Avenue to the culdesac.
- SE Delrey Avenue from Crypress Avenue to Antigua Avenue.
- SE Delrey Avenue from Cypress Avenue to the dead end.
- SE Aldercrest Court from SE Thiessen Road to SE Kern Court.
- SE Kern Court from SE Aldercrest Court to the culdesac.

In order to construct the improvements as designed, additional rights of way and easements will be required. The Project is expected to impact three properties abutting the Project alignment. The Board has authority to exercise the power of eminent domain under ORS Chapter 203 and ORS Chapter 35 to acquire the needed rights of way, easements, and fee property by purchase or condemnation proceedings. In accordance with the procedure set forth in ORS Chapter 35, a Resolution of Necessity is required before offers are made for rights of way, easements, and fee property.

The Project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (the "Department") project development procedures and the final legal descriptions required for acquisition of the needed rights of way and easements from three properties affected by the Project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will utilize their own expertise and reliable data sources to prepare Appraisal Waiver Valuations in accordance with applicable law and regulation.

The resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Mendi Houx

Mendi Houx,
Right of Way Agent 2

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Contract Paving: Webster Area Package Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on June 3, 2021 and,

It appearing to the Board that the Contract Paving: Webster Area Package Project ("the Project") will construct ADA Ramp Improvements at SE Aldercrest Court and SE Vernelda Street, and SE Webster Road and SE San Marcos Avenue, and pave 1.15 miles of local roads; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that rights of way, and easements within the boundaries described in the attached Exhibits A-2, A-3, A-4, B-2, B-3, and B-4 (the "Exhibits") are a necessary part of the Project; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("the Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Contract Paving: Webster Area Package Project



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2). If the Director of the Department (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2021.

Tootie Smith, Chair

Recording Secretary

EXHIBIT "A-2"

Page 1 of 2

File 2

April 20, 2021

Tract 1:

PERMANENT RIGHT OF WAY EASEMENT:

A portion of that property described in Document No. 2001-014337 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the most westerly southwest corner of "Tract A" of "Aldercrest Circle", Plat No. 3537 of the Clackamas County Records, being a point on the northeasterly right of way of Aldercrest Court; thence along said northeasterly right of way, N 29°47'53" W 23.50 feet to the Point of Beginning; thence leaving said right of way, N 60°16'44" E 0.77 feet; thence N 19°59'57" W 5.91 feet; thence N60°40'01" E 0.49 feet; thence N 29°19'59" W 4.64 feet; thence N 21°51'58" E 21.18 feet; thence N 69°53'00" E 6.33 feet; thence N 20°07'00" W 2.27 feet to the southeasterly right of way of Vernelda Street; thence along said right of way S 70°24'53" W 0.53 feet to a 21.25 foot radius curve to the left (chord bearing of S20°18'30"W 32.61 feet), thence along said curve, 37.17 feet; thence S 29°47'53" E 3.96 feet to the Point of Beginning,

Containing 104 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

EXHIBIT "A-2"

Page 2 of 2

File 2

April 20, 2021

Tract 2:

TEMPORARY CONSTRUCTION EASEMENT:

A portion of that property described in Document No. 2001-014337 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the most westerly southwest corner of "Tract A" of "Aldercrest Circle", Plat No. 3537 of the Clackamas County Records, being a point on the northeasterly right of way of Aldercrest Court; thence along said northeasterly right of way, N 29°47'53" W 23.50 feet; thence leaving said right of way, N 60°16'44" E 0.77 feet to the Point of Beginning; thence N 19°59'57" W 5.91 feet; thence N60°40'01" E 0.49 feet; thence N 29°19'59" W 4.64 feet; thence N 21°51'58" E 21.18 feet; thence N 69°53'00" E 6.33 feet; thence S 20°07'00" E 4.32 feet; thence S 70°16'44" W 0.15 feet to a 16.50 foot radius curve to the left (chord bearing of S 20°16'44" W 25.28 feet); thence along said curve, 28.80 feet; thence S 29°43'16" E 2.09 feet; thence S 60°16'44" E 4.13 feet to the Point of Beginning,

Containing 115 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022

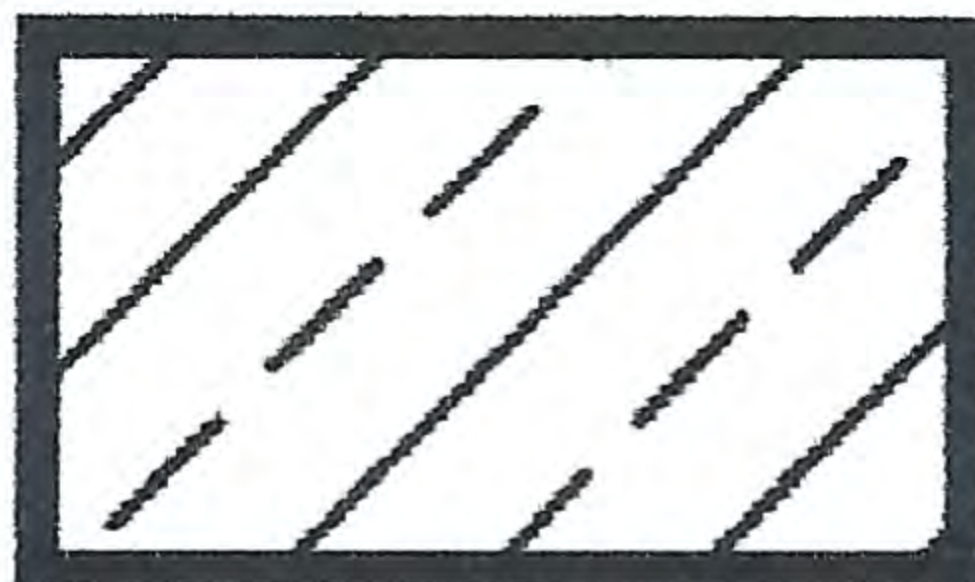
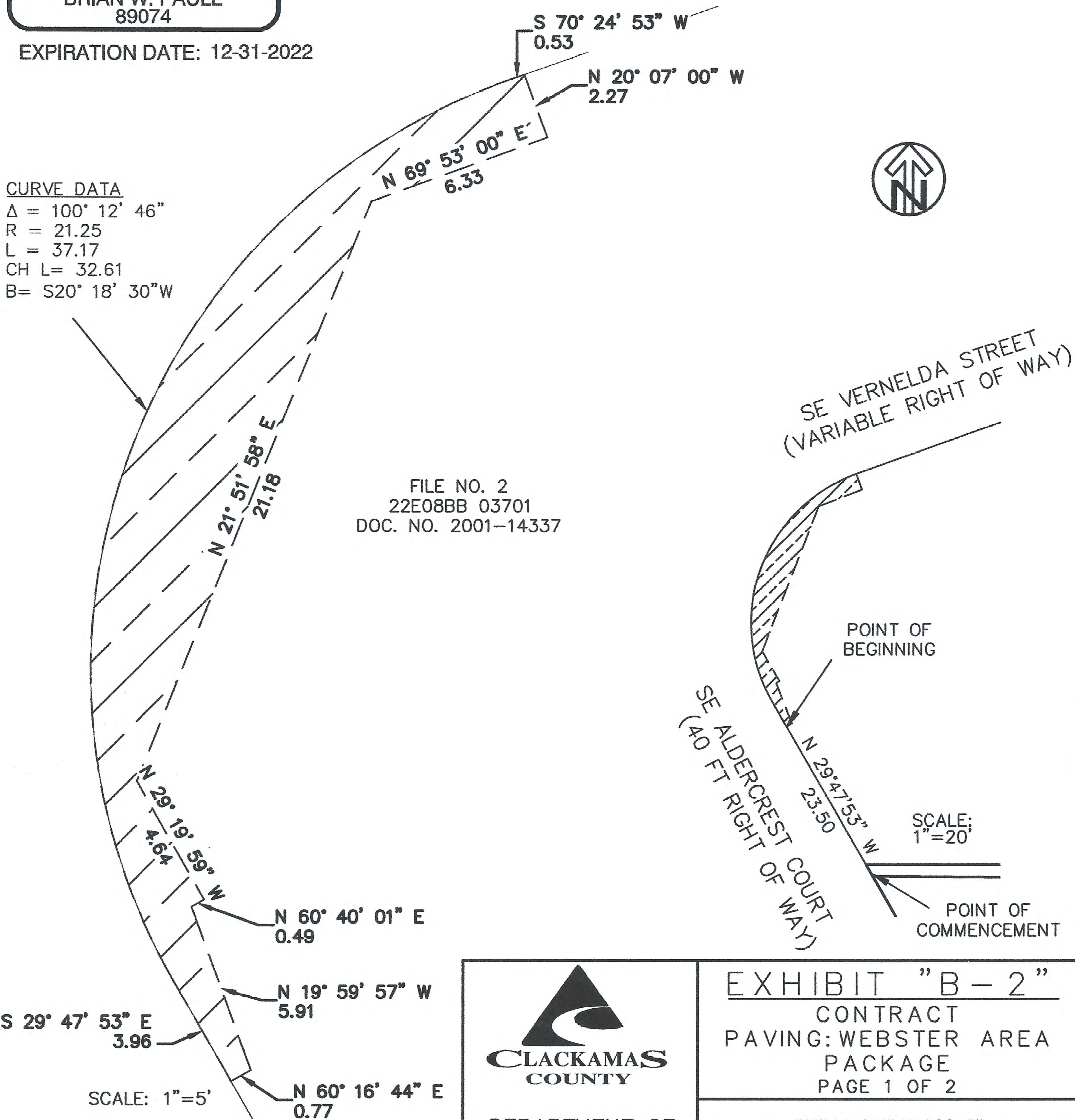
LOCATED IN THE NW 1/4 OF
SECTION 8 T2S., R2E., W.M.
CLACKAMAS COUNTY, OREGON

CURVE DATA

$\Delta = 100^{\circ} 12' 46''$
 $R = 21.25$
 $L = 37.17$
 $CH L = 32.61$
 $B = S20^{\circ} 18' 30'' W$



FILE NO. 2
22E08BB 03701
DOC. NO. 2001-14337



TRACT 1
PERMANENT RIGHT OF WAY
EASEMENT
AREA = 104 Sq.Ft.±



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-2"

CONTRACT
PAVING: WEBSTER AREA
PACKAGE
PAGE 1 OF 2

PERMANENT RIGHT
OF WAY EASEMENT

DRAWN BY BWP	DESIGN BY	DATE: 04-20-21
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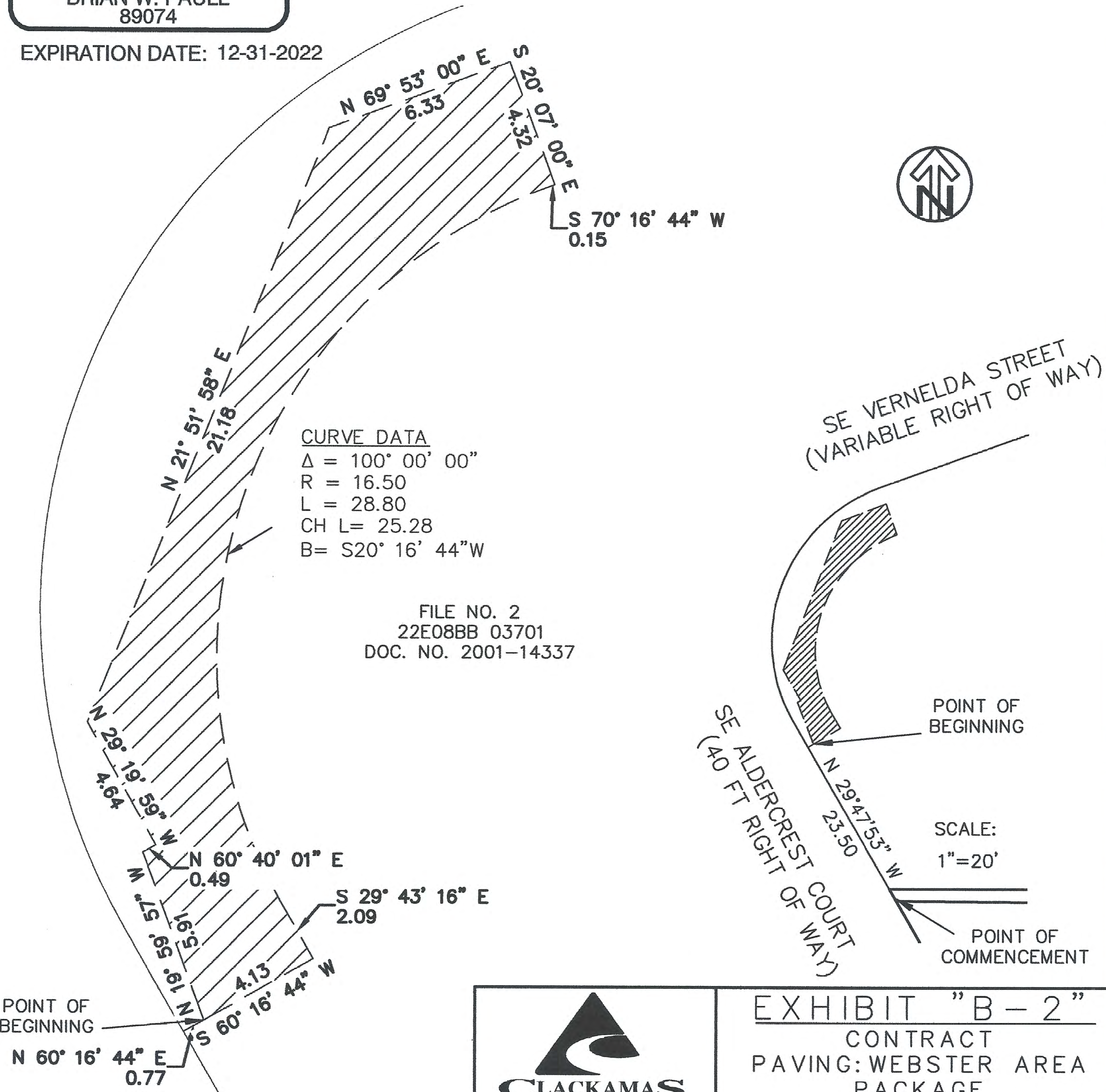
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022

LOCATED IN THE NW 1/4 OF
SECTION 8 T2S., R2E., W.M.
CLACKAMAS COUNTY, OREGON



CURVE DATA
 $\Delta = 100^{\circ} 00' 00''$
 $R = 16.50$
 $L = 28.80$
 $CH L = 25.28$
 $B = S20^{\circ} 16' 44'' W$

FILE NO. 2
22E08BB 03701
DOC. NO. 2001-14337

POINT OF BEGINNING

N 60° 16' 44" E
0.77

SCALE: 1"=5'



TRACT 2
TEMPORARY CONSTRUCTION
EASEMENT
AREA = 115 Sq.Ft.±



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-2"
CONTRACT
PAVING: WEBSTER AREA
PACKAGE
PAGE 2 OF 2

TEMPORARY
CONSTRUCTION EASEMENT

DRAWN BY
BWP

DESIGN BY

DATE:
04-20-21

EXHIBIT "A-3"

Page 1 of 2

File 3

April 20, 2021

Tract 1:

PERMANENT RIGHT OF WAY EASEMENT:

A portion of that property described in Document No. 2007-000184 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the southeast corner of Lot 10 Block 1 of "The Master Estates" recorded as Plat 2156 in the official Records of Clackamas County, being on the northerly right of way of SE San Marcos Street; thence along said right of way S 77°21'36" W 69.45 feet to a 15 foot radius curve to the right (chord bearing of S85°53'10"E 8.66 feet); thence along said curve 8.79 feet to the Point of Beginning; thence continuing along said curve 14.78 feet (chord bearing of N40°52'15"W 14.19 feet); thence N 12°38'24" W 1.27 feet; thence leaving said right of way N 77°19'31" E 1.45 feet; thence S 12°40'27" E 2.18 feet to a 15.52 foot radius non-tangent curve to the left (chord bearing of S 37°02'21" E 12.74 feet); thence along said curve 13.12 feet to the Point of Beginning,

Containing 14 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

EXHIBIT "A-3"

Page 2 of 2

File 3

April 20, 2021

Tract 2:

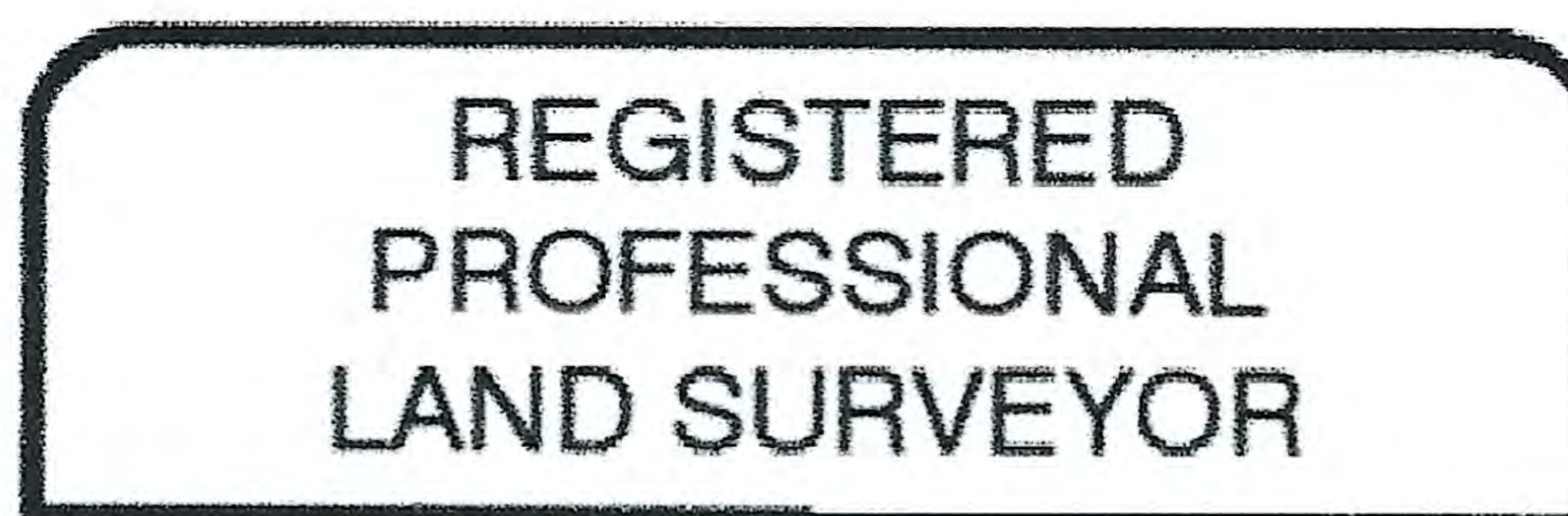
TEMPORARY CONSTRUCTION EASEMENT:

A portion of that property described in Document No. 2007-000184 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

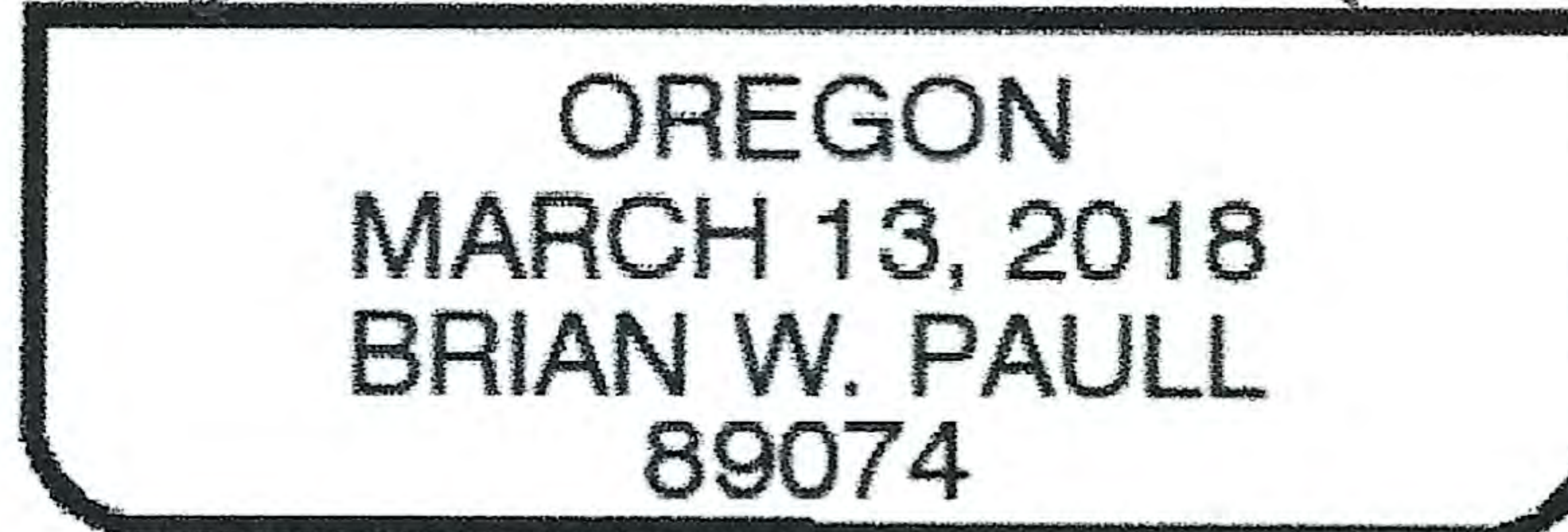
Commencing from the southeast corner of Lot 10 Block 1 of "The Master Estates" recorded as Plat 2156 in the official Records of Clackamas County, being on the northerly right of way of SE San Marcos Ave; thence along said right of way S 77°21'36" W 69.45 feet to a 15 foot radius curve to the right (chord bearing of S81°25'23"E 2.14 feet); thence along said curve 2.14 feet to the Point of Beginning; thence continuing along said curve 6.64 feet (chord bearing of N81°47'33"W 6.59 feet) to a non-tangent 15.52 foot radius curve to the right (chord bearing of N37°02'21"W 12.74 feet); thence leaving said right of way and along said curve 13.12 feet; thence N 12°40'27" W 2.18 feet; thence S 77°19'31" W 1.45 feet to the easterly right of way of SE Webster Road; thence along said right of way N 12°38'24" W 3.99 feet; thence leaving said right of way N 77°16'26" E 5.00 feet; thence S 12°43'33" E 5.28 feet to a 10 foot radius curve to the left (chord bearing of S 53°32'17" E 13.10 feet); thence along said curve 14.28 feet; thence S 04°26'57" E 4.99 feet to the Point of Beginning.

Containing 102 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

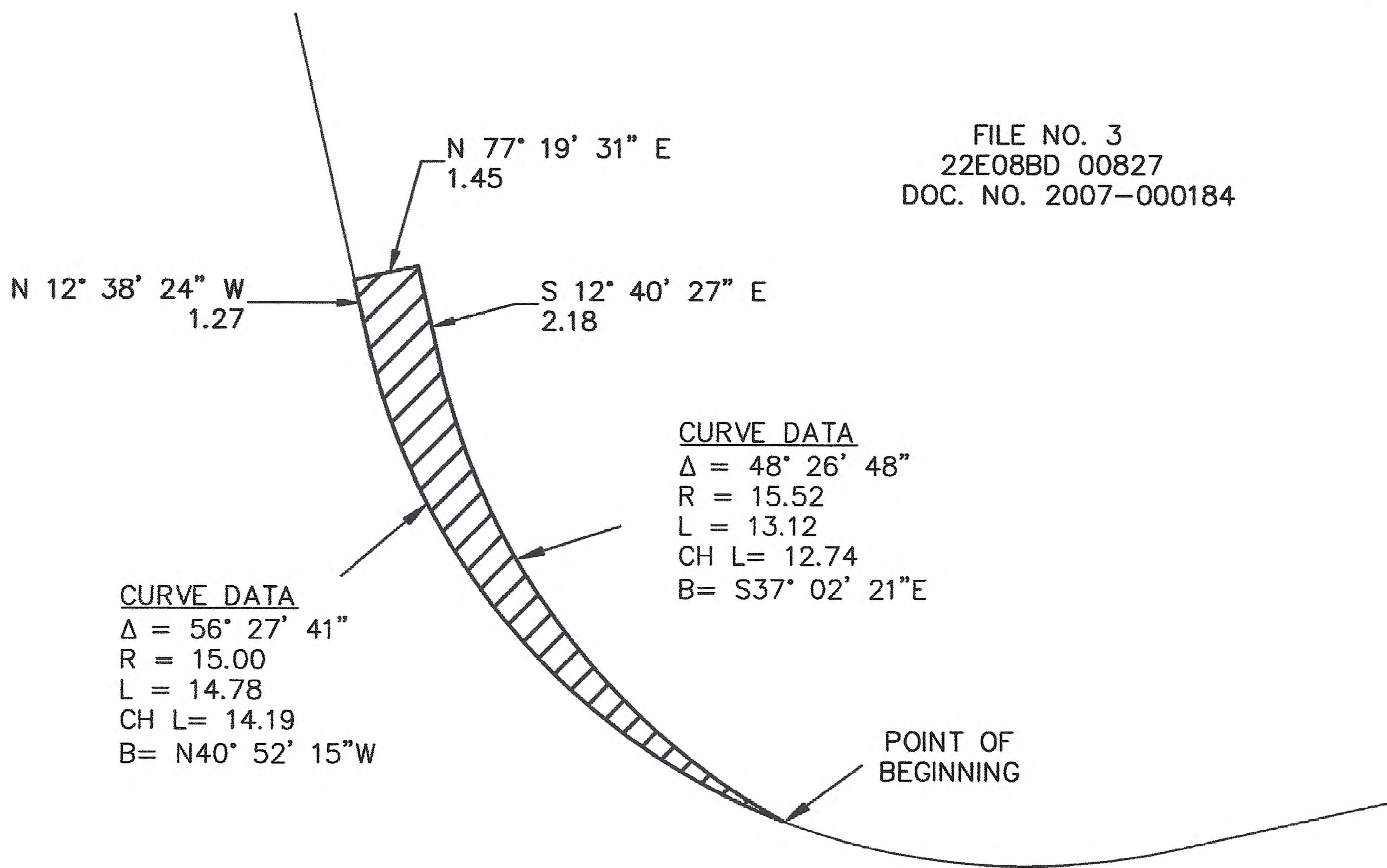
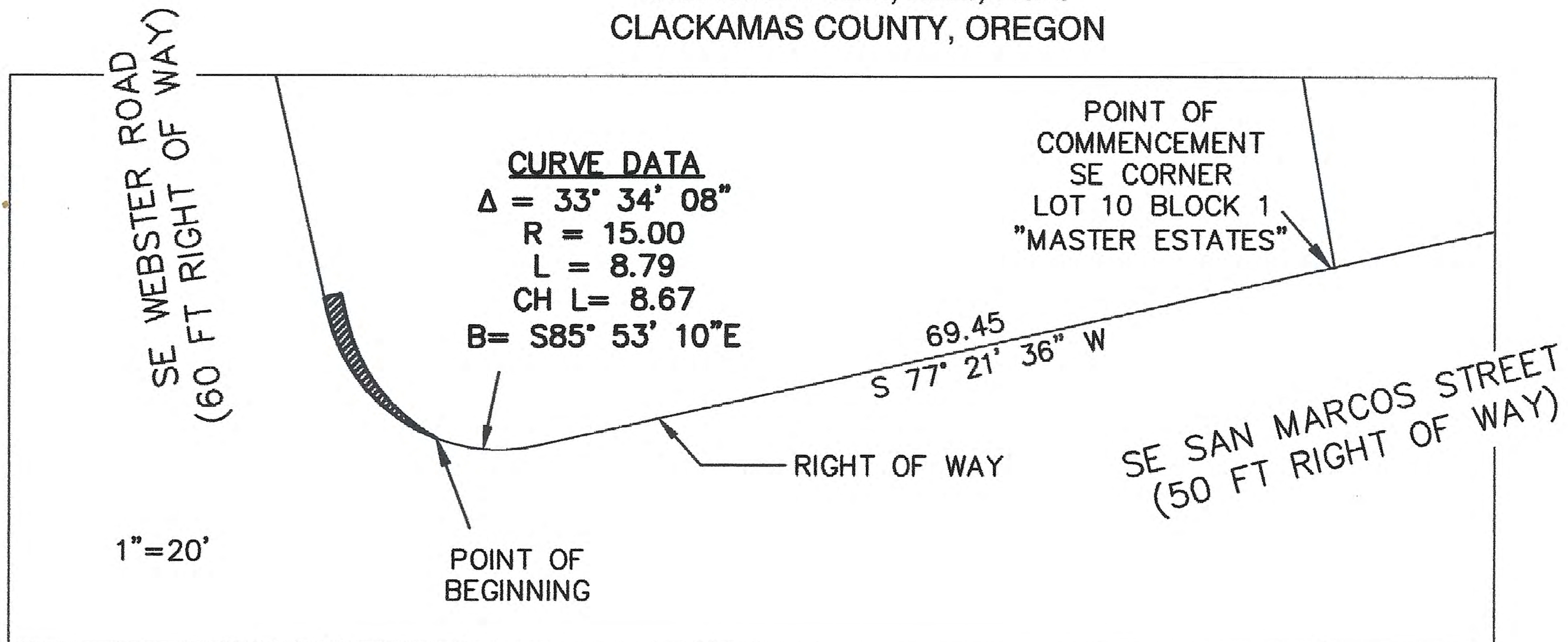


Brian Paull



EXPIRATION DATE: 12-31-2022

LOCATED IN THE NW 1/4 OF
SECTION 8 T2S., R2E., W.M.
CLACKAMAS COUNTY, OREGON



FILE NO. 3
22E08BD 00827
DOC. NO. 2007-000184

REGISTERED
PROFESSIONAL
LAND SURVEYOR

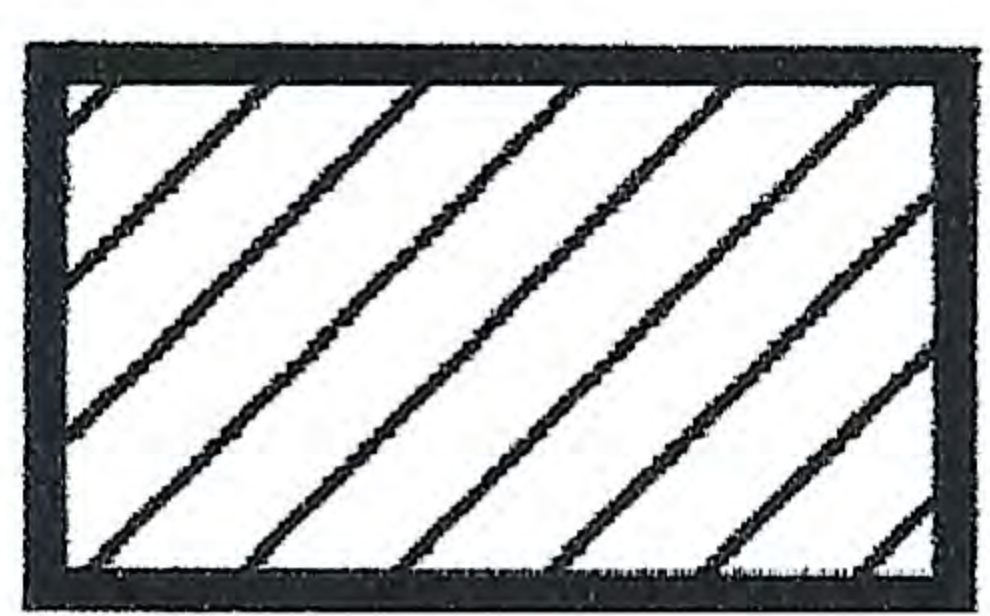
Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

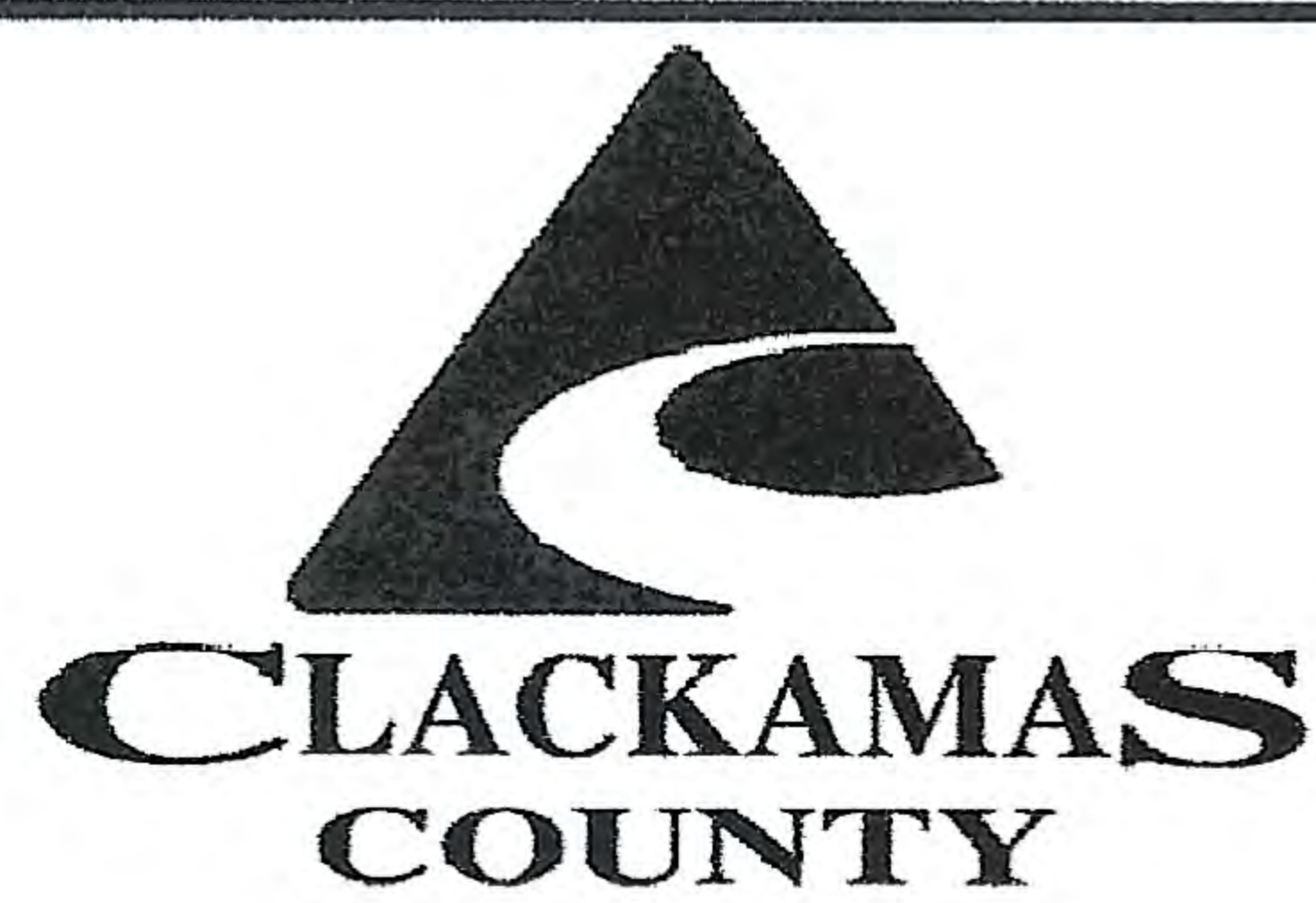
EXPIRATION DATE: 12-31-2022



SCALE: 1"=5'



TRACT 1
PERMANENT RIGHT OF WAY
EASEMENT AREA= 14 SQ. FT +/-



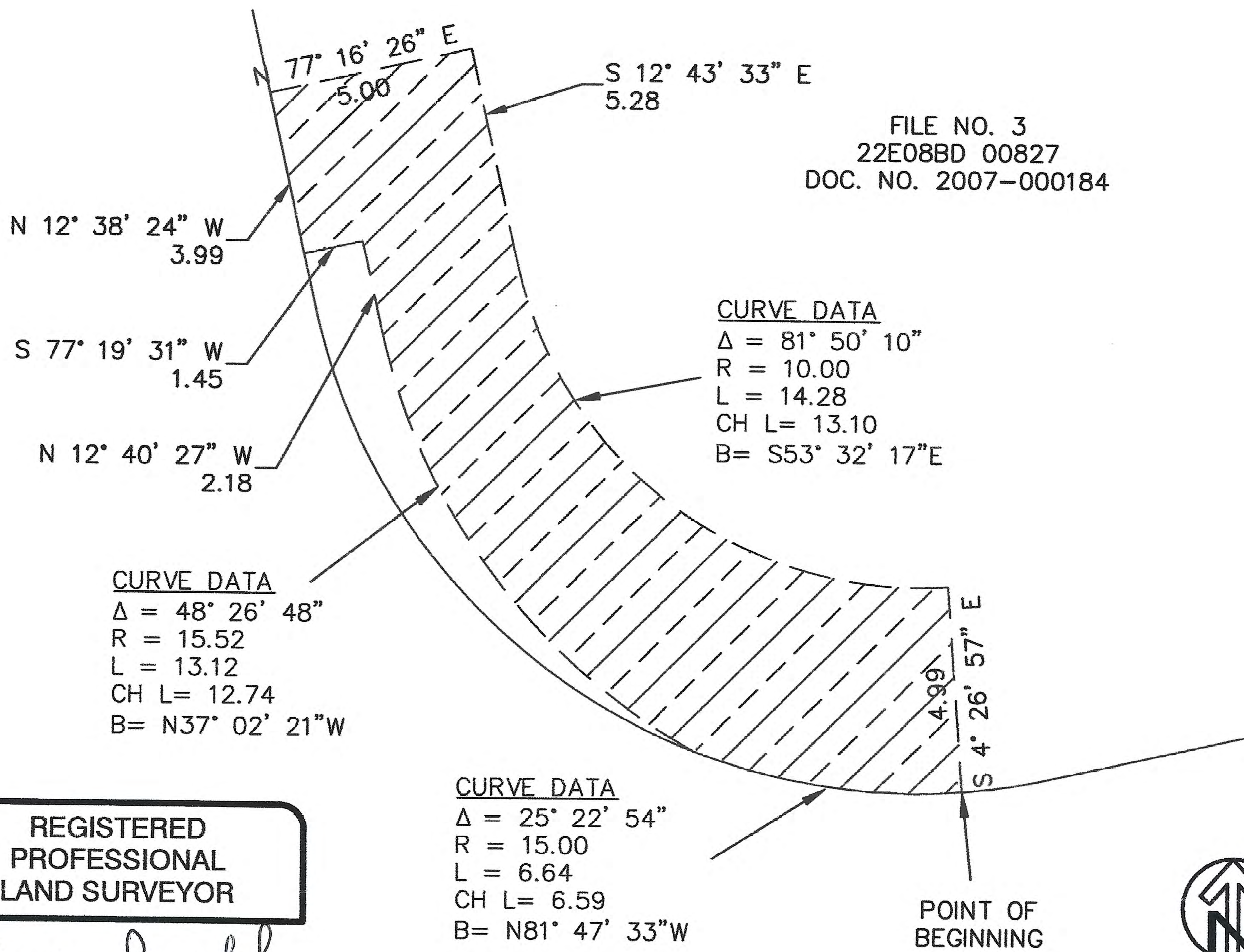
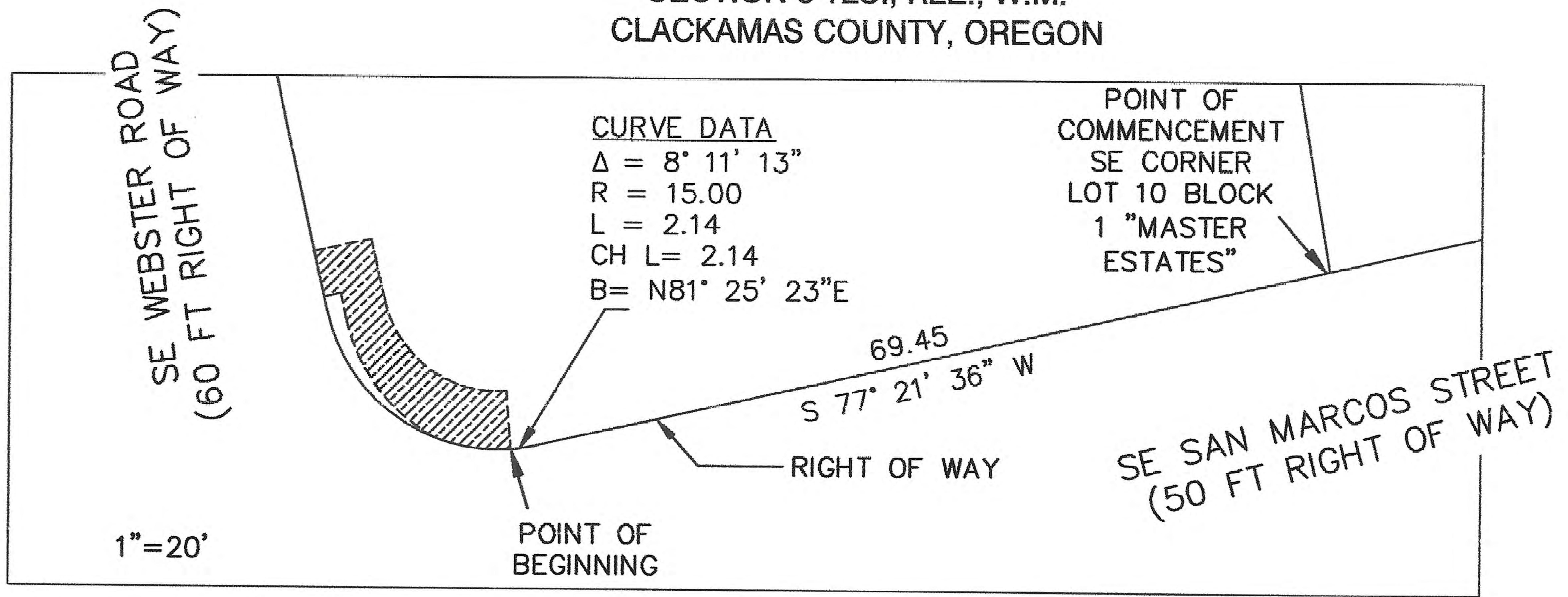
DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-3"
CONTRACT PAVING
WEBSTER AREA PACKAGE
PAGE 1 OF 2

PERMANENT RIGHT
OF WAY EASEMENT

DRAWN BY BWP	DESIGN BY	DATE: 04-20-21
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LOCATED IN THE NW 1/4 OF
SECTION 8 T2S., R2E., W.M.
CLACKAMAS COUNTY, OREGON

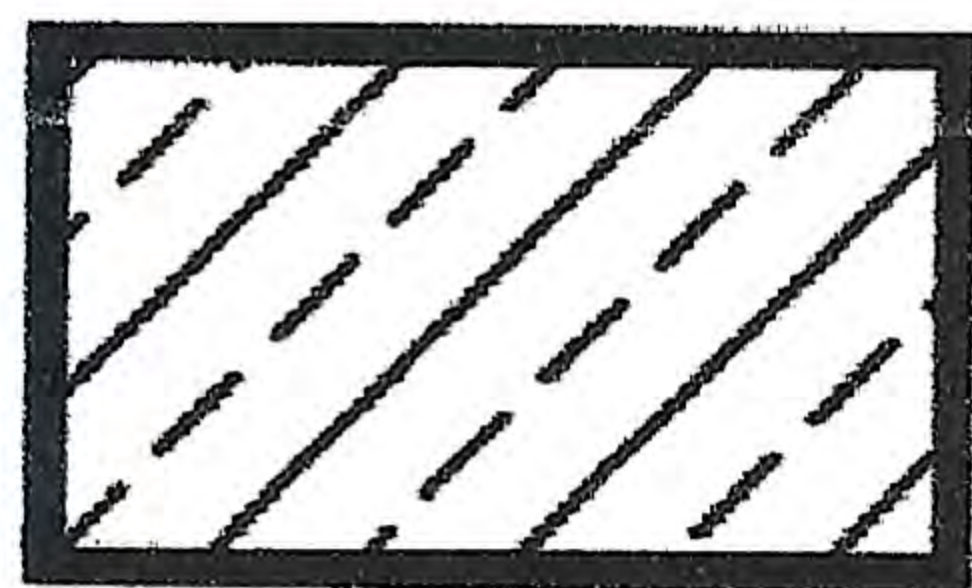


REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022



TRACT 2
TEMPORARY CONSTRUCTION
EASEMENT AREA= 102 SQ.
FT +/-



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT



SCALE : 1"=5'

EXHIBIT "B-3"
CONTRACT PAVING:
WEBSTER AREA PACKAGE
PAGE 2 OF 2

TEMPORARY CONSTRUCTION
EASEMENT

DRAWN BY BWP	DESIGN BY	DATE: 04-20-21
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EXHIBIT "A-4"

Page 1 of 2

File 4

April 20, 2021

Tract 1:

PERMANENT RIGHT OF WAY EASEMENT:

A portion of that property described in Document No. 1996-087615 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the northeast corner of Lot 3 Block 2 of "The Master Estates" recorded as Plat 2156 in the official Records of Clackamas County, being on the southerly right of way of SE San Marcos Ave; thence along said right of way S 77°21'36" W 68.62 feet to a 15 foot radius curve to the left (chord bearing of S64°37'55"W 6.61 feet); thence along said curve, 6.66 feet to the Point of Beginning; thence along said curve and said right of way 16.90 feet (chord bearing of S19°37'55"W 16.02 feet); thence S 12°38'24" E 1.50 feet; thence leaving said right of way N 78°51'33" E 1.63 feet; thence N 11°08'27" W 2.52 feet to a 15.51 foot radius curve to the right (chord bearing of N15°58'32"E 14.31 feet); thence along said curve 14.88 feet to the Point of Beginning.

Containing 19 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

EXHIBIT "A-4"

Page 2 of 2

File 4

April 20, 2021

Tract 2:

TEMPORARY CONSTRUCTION EASEMENT:

A portion of that property described in Document No. 1996-087615 of the Clackamas County Deed records, located in the NW 1/4 of Section 8, Township 2 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the northeast corner of Lot 3 Block 2 of "The Master Estates" recorded as Plat 2156 in the official Records of Clackamas County, being on the southerly right of way of SE San Marcos Ave; thence along said right of way S 77°21'36" W 68.62 feet to a 15 foot radius curve to the left (chord bearing of S74°59'44"W 1.24 feet); thence along said curve, 1.24 feet to the Point of Beginning; thence leaving said right of way S 17°22'51" E 5.00 feet to a non-tangent 10 foot radius curve to the left (chord bearing of S29°59'50"W 13.54 feet); thence along said curve 14.88 feet; thence S 12°37'29" E 6.50 feet; thence S 79°09'27" W 5.00 feet to the easterly right of way of SW Webster Road; thence along said right of way N 12°38'24" W 4.84 feet; thence leaving said right of way N 78°51'33" E 1.63 feet; thence N 11°08'27" W 2.52 feet to a 15.51 foot radius curve to the right (chord bearing of N15°58'32"E 14.31 feet; thence along said curve 14.88 feet to a 15 foot non-tangent curve to the right (chord bearing of N62°16'03"E 5.40 feet) and the southerly right of way of SE San Marcos Street; thence along said curve 5.43 feet to the Point of Beginning.

Containing 106 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

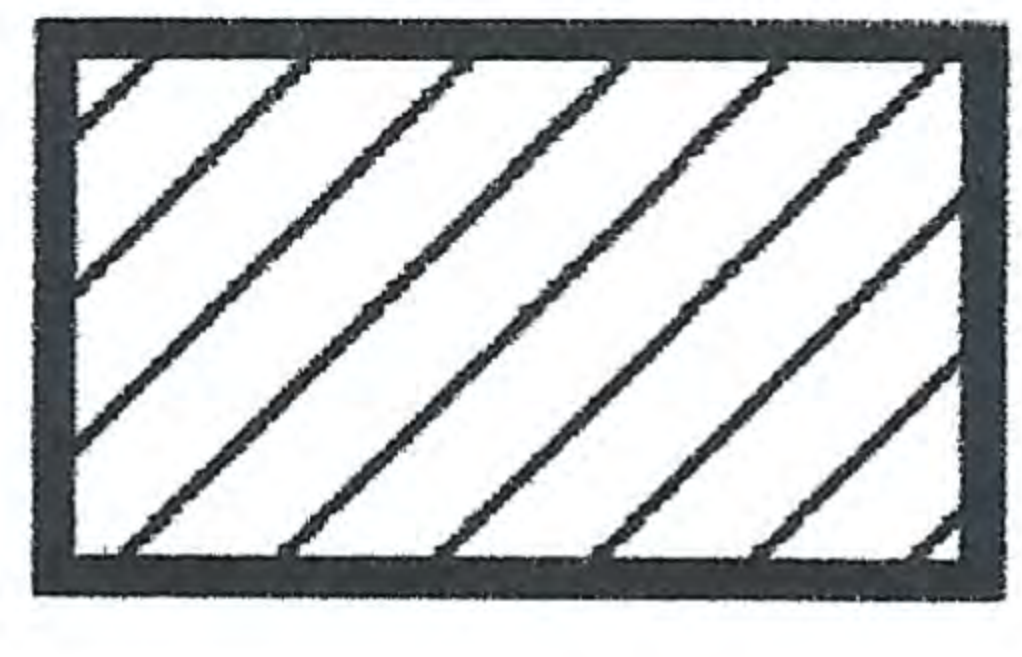
OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2022

EXHIBIT "B-4"
 CONTRACT PAVING:
 WEBSTER AREA PACKAGE
 PAGE 1 OF 2
 PERMANENT RIGHT
 OF WAY EASEMENT

CLACKAMAS COUNTY
 DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT

TRACT 1
 PERMANENT RIGHT OF WAY
 AREA = 19 SQ. FT.
 +/-



EXPIRATION DATE: 12-31-2022

REGISTERED
 LAND SURVEYOR
 OREGON
 MARCH 13, 2018
 BRIAN W. PAULL
 89074

Brian Paull
 REGISTERED
 LAND SURVEYOR

SCALE: 1"=5'



FILE NO. 4
 22E08BD 00830
 DOC. NO. 1996-087615

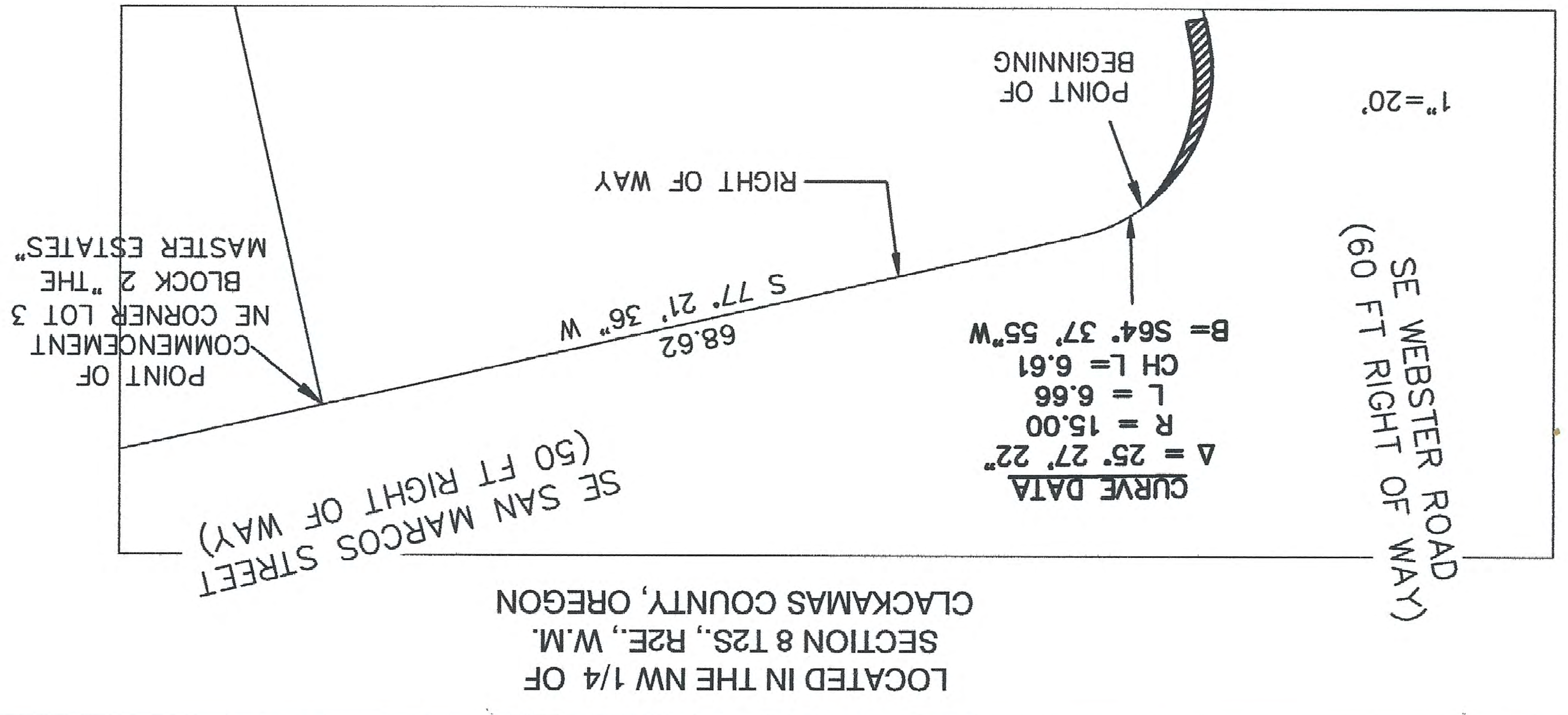
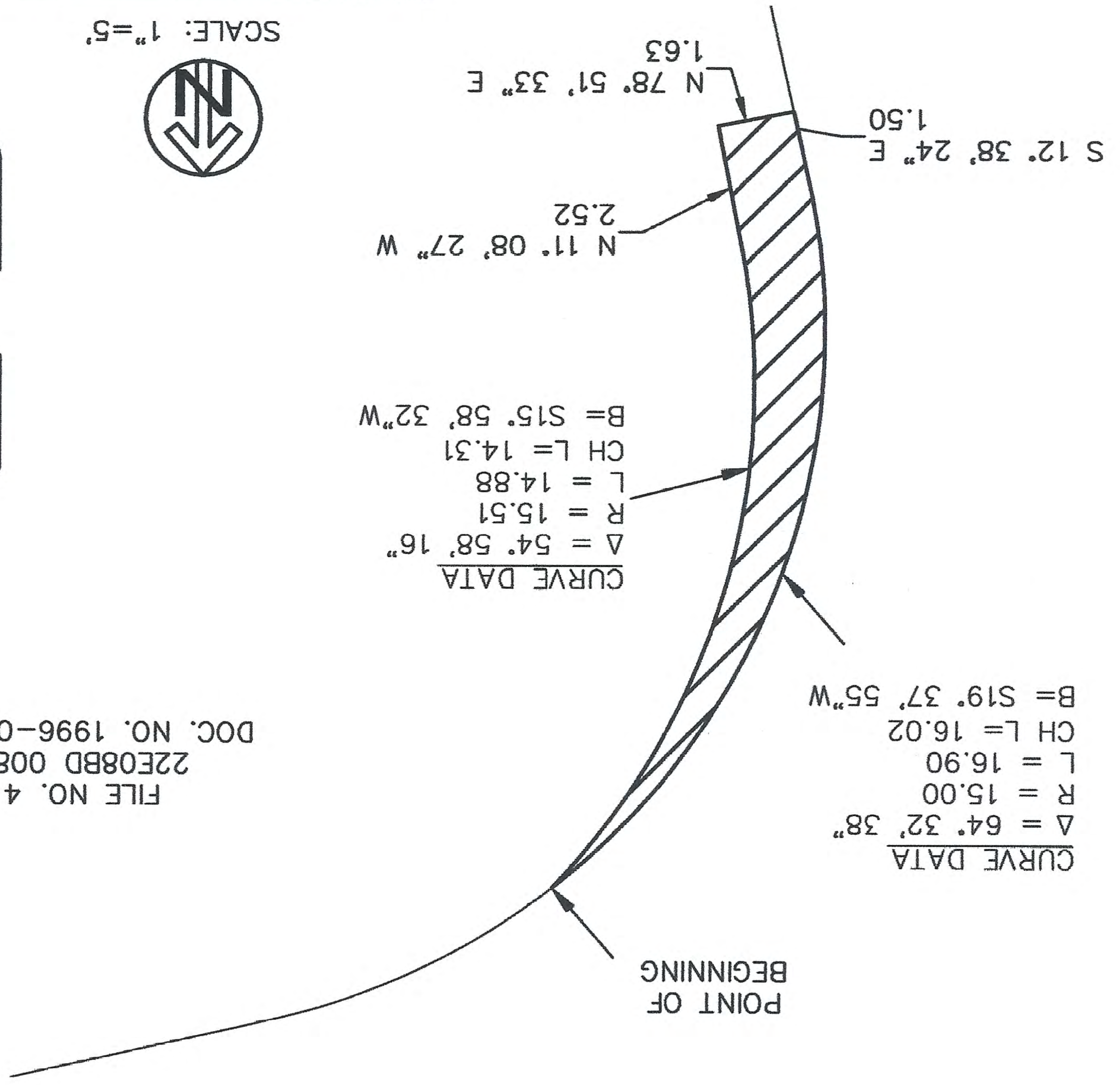


EXHIBIT "B-4"
 CONTRACT PAVING:
 WEBSTER AREA PACKAGE
 PAGE 2 OF 2

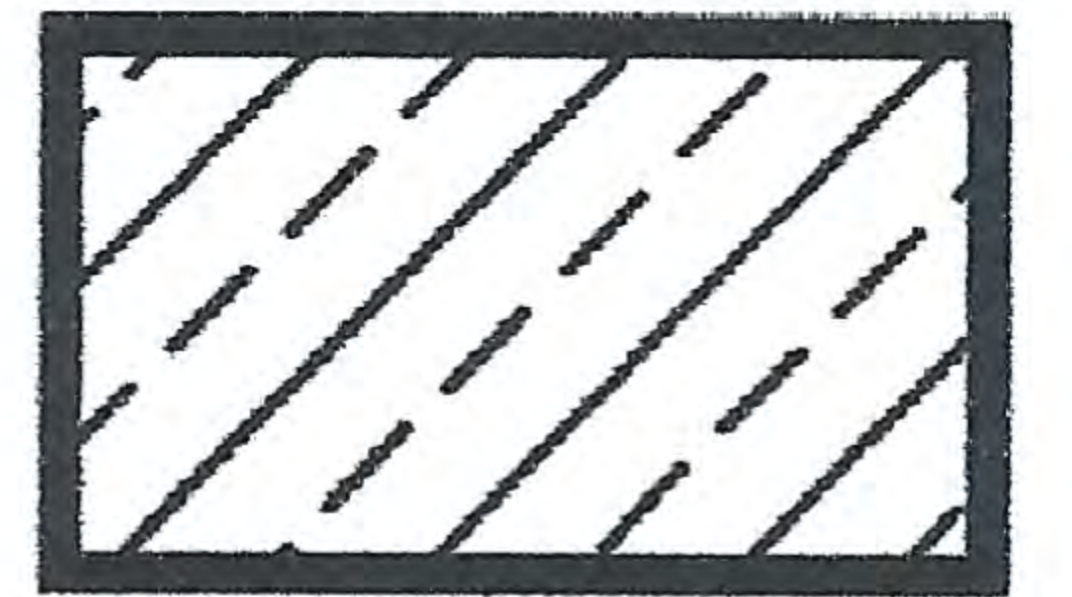
TEMPORARY CONSTRUCTION
 EASEMENT

DESIGN BY
 DRAWN BY
 DATE: 04-20-21

DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT



TRACT 2
 EMPORARY CONSTRUCTION
 EASEMENT AREA = 106 SQ.
 FT +/-.



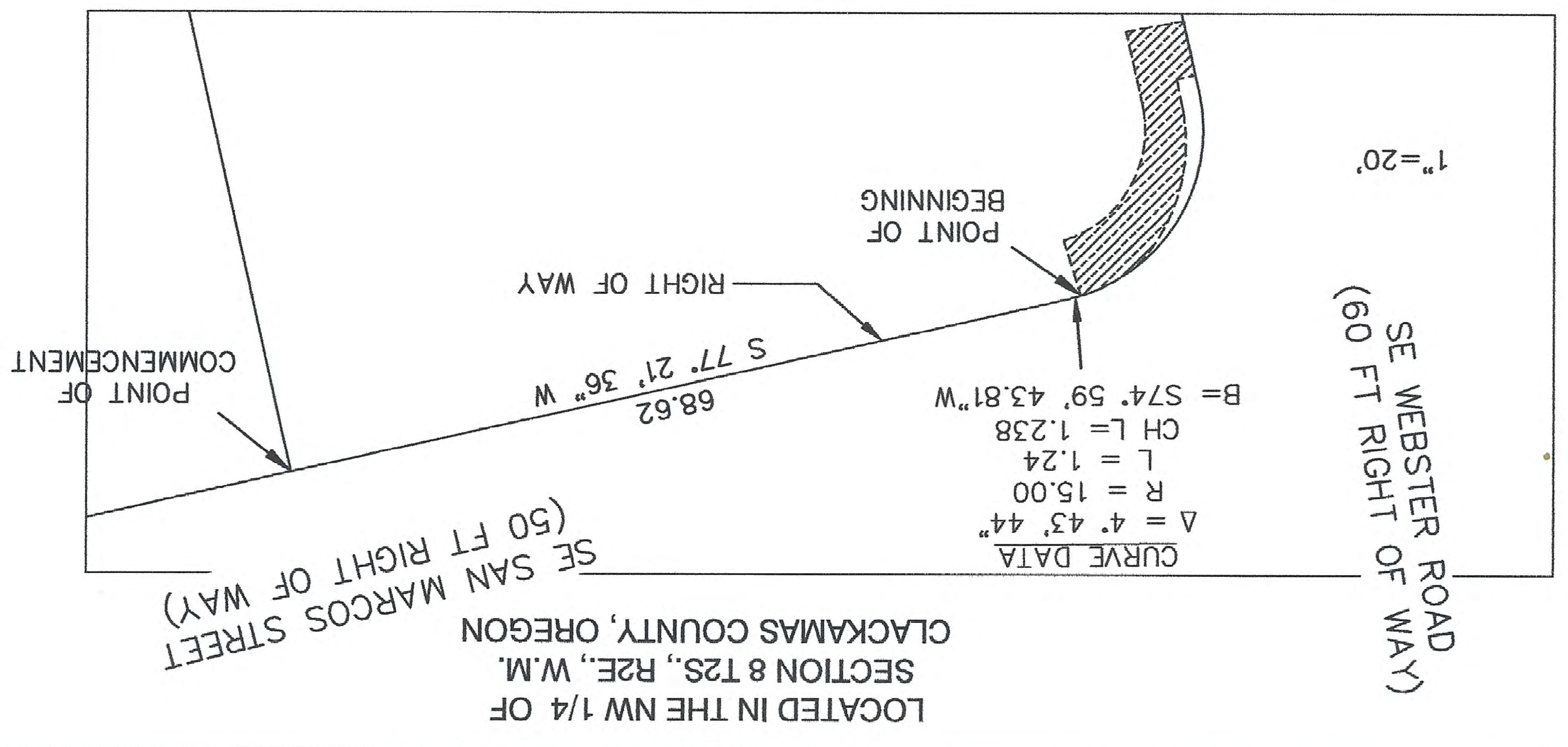
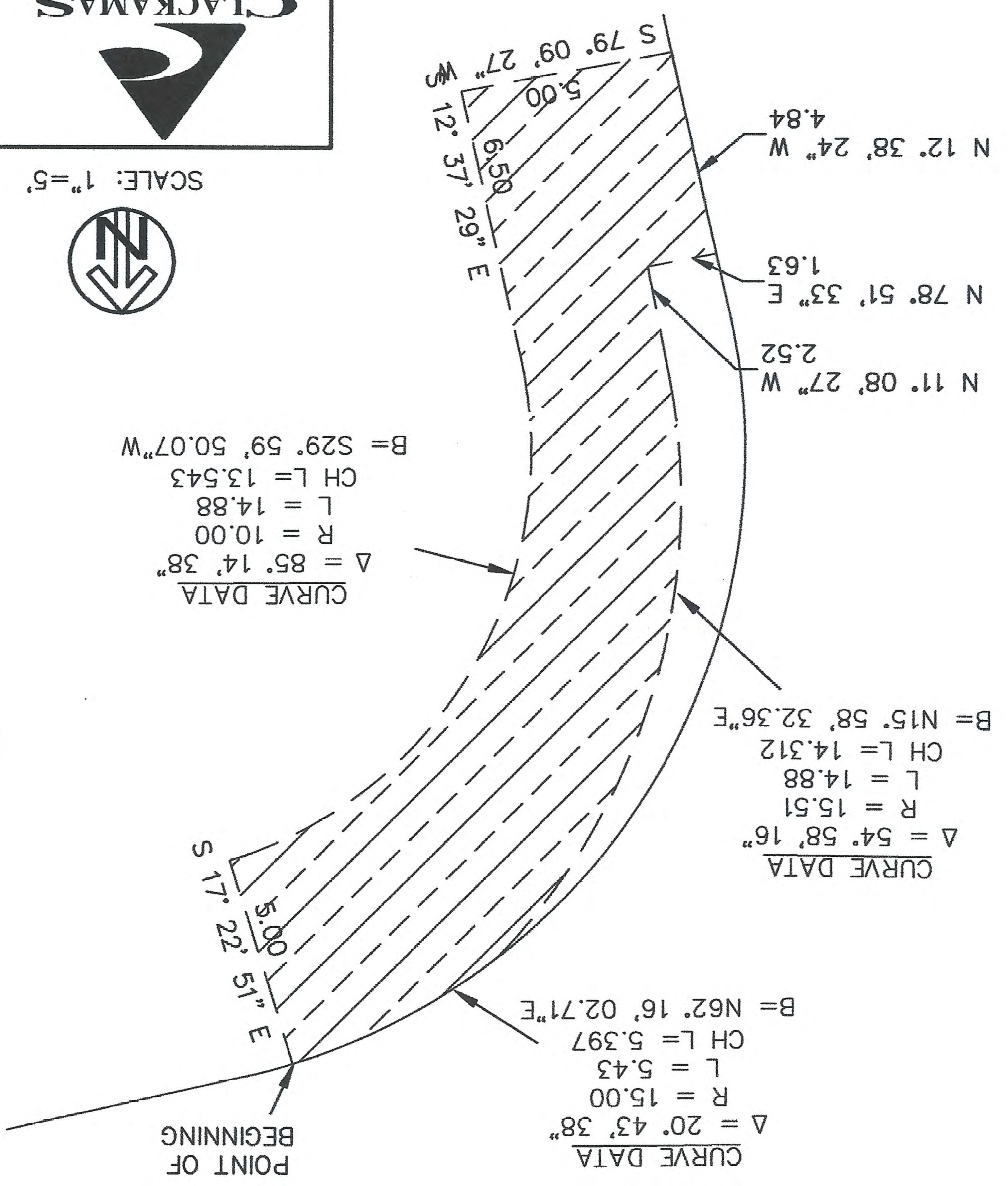
EXPIRATION DATE: 12-31-2022

REGISTERED
 LAND SURVEYOR
 OREGON
 MARCH 13, 2018
 BRIAN W. PAULL
 89074

REGISTERED
 LAND SURVEYOR
 OREGON
 MARCH 13, 2018
 BRIAN W. PAULL
 89074

FILE NO. 4
 22E08BD 00830
 DOC. NO. 1996-087615

SCALE: 1"=5'





DAN JOHNSON
DIRECTOR

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

June 3, 2021

Board of Commissioners
Clackamas County
Members of the Board:

**Acceptance of an Access Easement and Maintenance Covenant for a
Storm System located at 13601 SE 178th Avenue**

Purpose/Outcomes	Establishment of an access easement and maintenance covenant for a storm system located at 13601 SE 178 th Avenue
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Upon execution; access easement and maintenance covenant will be permanent unless agreed to be extinguished by the County
Previous Board Action	5/18/21: Discussion Item at Issues
Strategic Plan Alignment	-Protect existing public rights of way and improve public safety. -Build a vibrant economy
Counsel Review	Reviewed and approved by County Counsel on 05/10/2021
Procurement Review	This Item was not processed through Procurement This is a voluntary easement dedication and maintenance covenant
Contact Person	Rick Nys, Development Engineering Supervisor, 503-742-4702

BACKGROUND:

SE 178th Avenue currently outfalls public stormwater onto private property. As part of a Building Permit issuance in the City of Happy Valley, the property owner at 13601 SE 178th Avenue had to convey the public storm water through the property to an appropriate outfall in order to develop the property and build a home. In order to protect the public outfall of stormwater from 178th Avenue through the private property to the point of outfall, DTD requested and the property owner agreed to grant a public access easement over the storm system conveying public storm water in case of an emergency where the public street is experiencing flooding. Additionally, the owner will take sole responsibility to maintain the private system in order to ensure the public stormwater will be able to reach the outfall without risk of flooding on public or private property.

The easement contains approximately 2,628 square feet, and is contained entirely on the subject property. The easement and maintenance agreement will protect both public right of way and private property from flooding risk and ensure continued conveyance of public stormwater to an appropriate outfall.

The easement dedication and maintenance covenant has been agreed upon and signed by the property owner. The accompanying legal descriptions and exhibits have been reviewed and approved by DTD.

RECOMMENDATION

Staff respectfully recommends that the Board accept the attached Access Easement and Maintenance Covenant for storm system located at 13601 SE 178th Avenue.

Sincerely,

Rick Nys

Rick Nys

Development Engineering Supervisor
Department of Transportation and Development

After recording return to:

ACCESS EASEMENT AND MAINTENANCE COVENANT

THIS ACCESS EASEMENT AND MAINTENANCE COVENANT ("Agreement") is made this 6 day of May, 2021, between Paul Frantchuk ("Owner"), and CLACKAMAS COUNTY, a municipal corporation of the State of Oregon (the "County").

RECITALS

A. Owner owns certain real property located in the City of Happy Valley, Clackamas County, Oregon, legally described on Exhibit A attached hereto and commonly known as 13601 SE 178th Avenue, Damascus, OR 97089, (the "Property").

B. The County has jurisdiction over, and manages, the right of way adjacent to the property, identified as SE 178th Avenue (the "Right of Way").

C. Owner has constructed or will construct a stormwater management facility and/or conveyance system for runoff from the public Right of Way. The stormwater management facility and conveyance system described herein (collectively, the "Stormwater Facilities") are composed of the following:

Type	Quantity	Location
Conveyance Pipe Network	1	*
Dispersion Trench	1	*
Inlet Catch Basin	1	*

*See depiction attached hereto as Exhibit C

D. The Owner and the County desire to create an easement to allow for the conveyance of stormwater from the Right of Way through the Property and to allow for the future maintenance and operation of the Stormwater Facilities described herein. The easement is legally described on Exhibit A and depicted on Exhibit B, both attached hereto.

E. The Stormwater Facilities enable development of the Property while mitigating the impacts of existing runoff to the Property and protecting the public stormwater system associated with the Right of Way.

F. The Stormwater Facilities are designed by a registered Professional Engineer to accommodate the anticipated volume of runoff in accordance with County's stormwater and grading design standards.

G. Failure of the Stormwater Facilities can result in an unacceptable impact to the public stormwater system and the Right of Way.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Owner agree as follows:

1. **Covenant to Maintain.** Owner shall maintain the Stormwater Facilities in good working order, clear of all debris, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the County and including the County's *Roadway Standards* and Water Environment Services *Stormwater Standards Clackamas County Service District #1* standards).

2. **Easement.** Owner hereby grants the County, its employees, independent contractors and designees, a nonexclusive easement for ingress and egress over, across and under the Easement area described on Exhibit B and depicted on Exhibit C from time to time at the County's sole discretion to inspect, sample, and monitor components of the Stormwater Facilities and discharges therefrom, as well as allow the County to take the actions described in Sections 4 and 5 of this Agreement. Owner understands and agrees that this easement limits the ability of Owner, its successors and assigns from constructing any permanent buildings, structures, landscaping or other improvements in the Easement that would interfere with the functioning of the Stormwater Facilities or the County's access to perform the inspection and maintenance required under this Agreement. Prior to any entry onto the Easement to inspect, sample or monitor components of the Stormwater Facilities, the County shall give Owner reasonable advance written notice (but in no event less than forty eight (48) hours advance written notice), and a representative of the Owner shall have the right to be present during any such inspection, sampling or monitoring.

3. **Failure to Perform Covenant.** If the County, in its sole but reasonable discretion, determines that Owner is not in compliance with the covenant described in Sections 1 and 2, except in the case of an emergency, the County or its designee shall give the Owner written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the County's reasonable satisfaction within seven (7) days after the date of such notice, or such other time as the County may, in its sole discretion, determine, the County, its employees, independent contractors and designees may exercise their right under the Easement described in Section 4 of this Agreement to enter the Easement to perform any and all work required bringing the Stormwater Facilities into compliance with this Agreement; provided, however, that if such work is not capable of reasonably being performed within such seven (7) day period, the County shall not perform any such work so long as Owner promptly commenced such work within such seven (7) day period following written notice from the County and is using commercially reasonable efforts to diligently prosecute such work to completion.

4. **Emergency.** If the County, in its sole but reasonable discretion, determines that there exists or will likely exist an emergency on or within the Easement with respect to the Stormwater Facilities, the County, its employees, independent contractors and designees may immediately exercise their rights under the Easement described in Section 2 of this Agreement to immediately

enter the Easement to perform any and all work required to bring the Stormwater Facilities into compliance with this Agreement, and in such case the County shall use reasonable efforts to notify the Owner prior to entering the Easement. Notwithstanding the above, the work performed may consist only of avoiding or mitigating the emergency and/or cleaning and repairing the Stormwater Facilities to their original condition and standards.

5. **County Under No Obligation.** Owner, for itself and its successors and assigns, agrees that the County, as well as its departments, elected officials, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Agreement, including the right under Sections 3 and 4 of this Agreement to perform the work required of the Owner, or to perform any other maintenance or repair of the Stormwater Facilities. Subject to the terms and provisions of Section 8 of this Agreement, Owner also agrees that none of the County, as well as its departments, elected officials, employees, independent contractors and/or designees shall have any liability to Owner or any of Owner's successors or assigns (including owners of lots in the Development) in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Stormwater Facilities, or the failure to perform the same.

6. **Owner Obligations.** In addition to the covenants and easement described above, Owner agrees to the following additional obligations.

(a) Prior to final approval of the Stormwater Facilities, Owner shall record this document in the deed records of Clackamas County and provide a copy of the recorded document to the County.

(b) Owner shall notify the Clackamas County's Transportation Maintenance Division in writing of the person responsible for compliance with Owner's obligations under this covenant ("Owner Designee"), and of any change in the Owner Designee. Owner expressly agrees that the Owner Designee shall have the authority to bind Owner, its successors and assigns with respect to the matters described in this Agreement.

(c) Upon sale or transfer of the Easement, or any portion thereof, the Owner shall inform the purchaser of the obligations required under this Agreement.

7. **Reimbursement.** If Owner fails to perform general maintenance as described in Section 1 above, Owner shall reimburse the County for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice. If Owner fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at the statutory rate. Such amount, together with interest, shall be a lien on the Owner (and each of the lots contained therein) which may be foreclosed in accordance with ORS Chapter 88.

8. **Indemnification.** Subject to Oregon law, Owner agrees to indemnify, defend (with legal counsel reasonably acceptable to the County), and hold harmless the County, its employees, independent contractors and designees harmless for, from and against any liability, losses, costs, expenses (including reasonable attorney fees), claims or suits arising from Owner's failure to perform its obligations under this Agreements or the exercise of the County's rights under this Agreement.

Subject to Oregon law, the County agrees to indemnify, defend (with legal counsel reasonably acceptable to Owner), and hold harmless Owner, its employees, independent contractors, guests, customers, invitees and designees harmless for, from and against any liability, losses, costs, expenses (including reasonable attorney fees), claims or suits arising from the County's negligent maintenance, testing, repair or rebuilding of the Stormwater Facilities.

9. **Run with the Land.** The parties' rights and obligations contained herein shall run with the land and shall be binding upon Owner and its successors and assigns. Those rights and obligations shall inure to the benefit of the County, as well as its successors and assigns.

10. **Attorney Fees.** If legal action is commenced in connection with this Agreement, each party in such action shall be responsible for its own attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.

11. **Assignment.** The obligations of Owner (and subsequent owners) under this Agreement may not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee will be deemed to assume such obligations).

12. **Authority.** If Owner is an entity, the individual executing this Agreement on behalf of Owner represents and warrants to the County that he or she has the full power and authority to do so and that Owner has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, Owner and the County have executed this instrument on the date first written above.

[Signature Page Follows]

OWNER:

CLACKAMAS COUNTY

By: Paul Frantchuk

By: _____

Name: Joe

By: _____

Title: Owner

COUNTY

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, by
_____, as _____ of Clackamas County.

Notary Public for Oregon
My Commission Expires _____

OWNER

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on MAY 9th, 2021, by
Paul FRANTCHUK, as OWNER

[Signature]

Notary Public for Oregon
My Commission Expires 4/08/2024

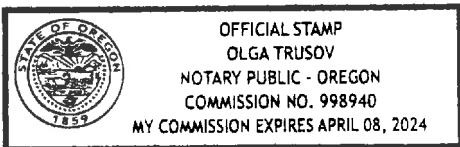


EXHIBIT A

PUBLIC STORM UTILITY EASEMENT

PAUL FRANTCHUK
13601 SE 178TH AVE.
DAMASCUS, OR 97089
MAP: 23E06DA02300

A 15 FOOT PUBLIC STORM UTILITY EASEMENT OVER A PORTION OF LOT 22 "DAMASCUS HEIGHTS - UNRECORDED PLAT", CLACKAMAS COUNTY SURVEY RECORDS, SITUATED IN SOUTHEAST 1/4 SECTION 6, TOWNSHIP 2 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, AND DESCRIBED IN DEED DOCUMENT 2019-074234, DATED NOVEMBER 21, 2019, CLACKAMAS COUNTY DEED RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT 22, "DAMASCUS HEIGHTS - UNRECORDED PLAT" (PS3145-P7), CLACKAMAS COUNTY SURVEY RECORDS;

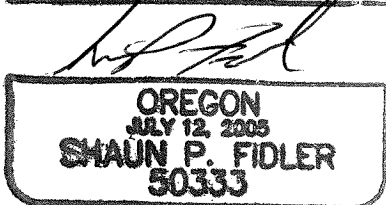
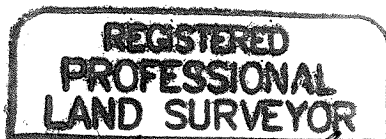
FROM SAID POINT OF BEGINNING, ALONG THE EAST LINE OF SAID LOT 22, S00° 38' 00"E 15.02 FEET;

THENCE LEAVING SAID EAST LINE, S86° 47' 25"W 175.18 FEET TO THE WEST LINE OF LOT 22;

THENCE ALONG SAID WEST LINE N00° 38' 00"W 15.02 FEET;

THENCE LEAVING SAID WEST LINE N86° 47' 25"E 175.18 FEET TO THE POINT OF BEGINNING;

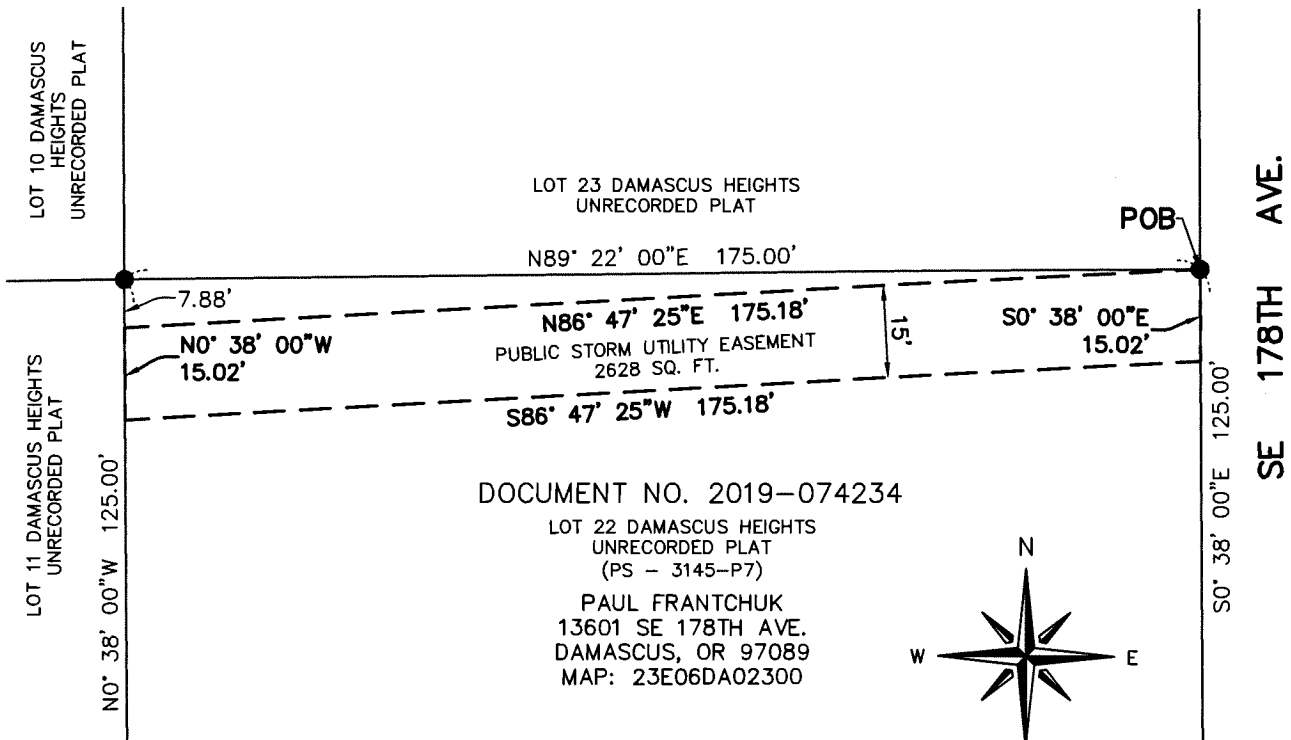
CONTAINING 2628 SQUARE FEET MORE OR LESS
SEE EXHIBIT B FOR EASEMENT LOCATION DRAWING.



RENEWAL DATE 12-31-21

EXHIBIT B

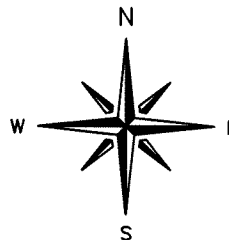
PUBLIC STORM UTILITY EASEMENT



DOCUMENT NO. 2019-074234

LOT 22 DAMASCUS HEIGHTS
UNRECORDED PLAT
(PS - 3145-P7)

PAUL FRANTCHUK
13601 SE 178TH AVE.
DAMASCUS, OR 97089
MAP: 23E06DA02300



SCALE 1" = 30'

LEGEND

- POB POINT OF BEGINNING
- SQ. FT. SQUARE FEET
- NO. NUMBER

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2005
SHAUN P. FIDLER
30333

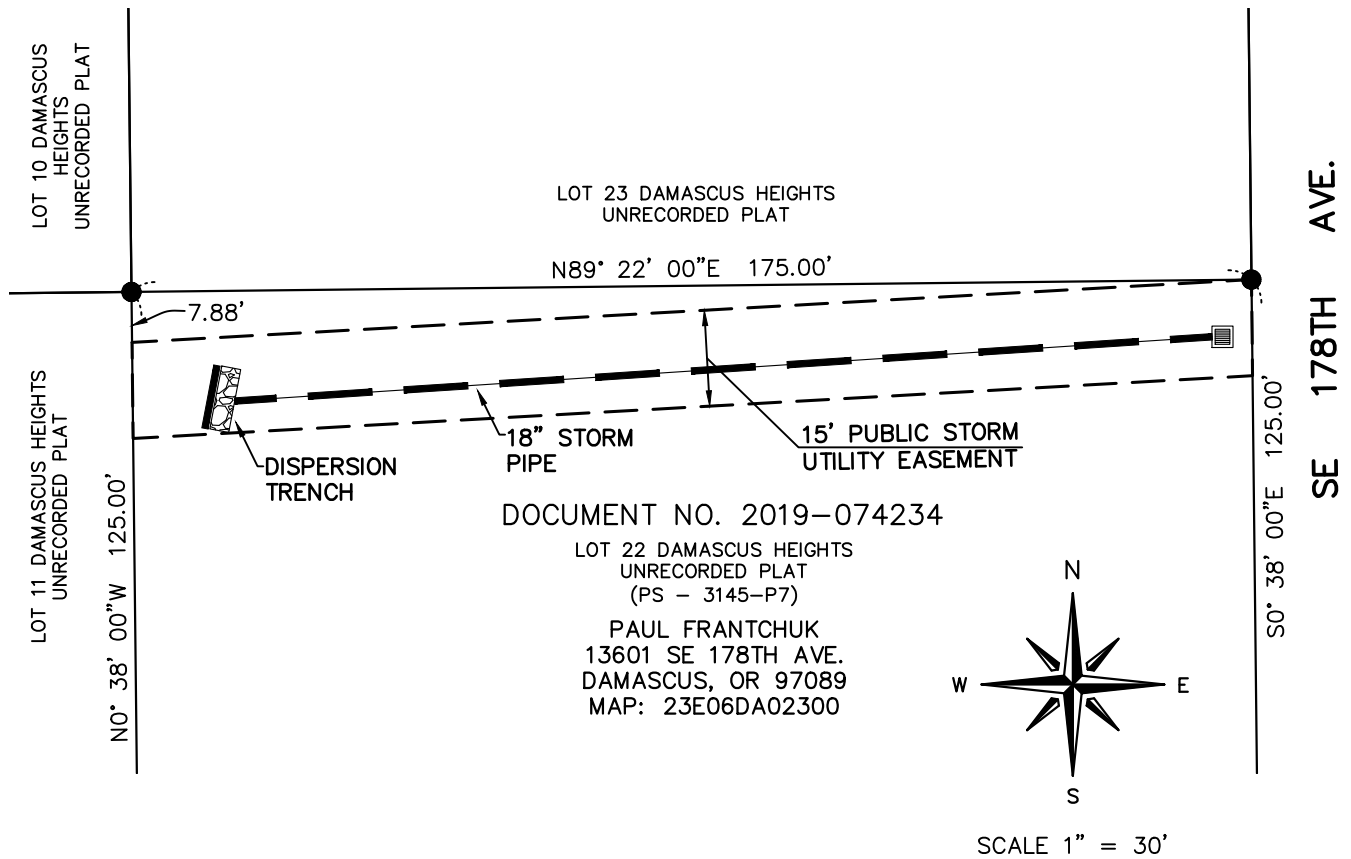
RENEWAL DATE 12-31-21

SHEET 2 OF 2

FILE: E20027_Legal_Desc.dwg
PLOT DATE: 03/31/21

EXHIBIT C

STORMWATER MANAGEMENT FACILITIES



LEGEND

- 1/2" IRON PIPE AS PER RECORD OF SURVEY PS19941, CLACKAMAS COUNTY SURVEY RECORDS
- NEWLY BUILT CATCH BASIN

Draft

Approval of Previous Business Meeting

Minutes:

April 29, 2021

May 6, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, April 29, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID-19 Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

1. Proposed Draft 4th Surge Statement .

Commissioner Savas: Moved to approve the Proposed Draft 4th Surge Statement

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: No.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 4-1

I. PUBLIC HEARINGS<https://www.clackamas.us/meetings/bcc/business>

1. Approval of Resolution _____ Adopting the Clackamas County Transit Development Plan. (Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Opened Public Comment

In Person:

N/A

Via Zoom

1. Ray Atkinson – Oregon City - Transit Development Plan

2. Dwight Brashear – Wilsonville - Transit Development Plan - SMART

3. Andi Howell – Sandy - Transit Development Plan

4. Taylor Campi – Estacada - Transit Development Plan

5. Tom Strader – South Clackamas Transportation District - Transit Development Plan

6. Angela Nyland – Boring - Transit Development Plan

Closed Public Comment

~Board Discussion~

Commissioner Savas: I move we approve the resolution adopting the Clackamas County Transit Development Plan

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

2. Public Hearing to Permit a Gate on Hofeldt Drive. (Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Opened Public Comment

In Person:

1. Steve Graeper – Rhododendron Water District – Gate

Via Zoom

N/A

Closed Public Comment

~Board Discussion~

Commissioner Shull: I move we permit Rhododendron Water Association to construct a gate across Hofeldt Drive and direct staff to draft an order formalizing this decision and place it on the consent agenda for formal approval

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

II. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

County Counsel

1. Board Order _____ to Revise the Effective Date of Ordinance No. 09-2020 (Short-Term Rentals, Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Commissioner Shull: I move to approve the board order revising the effective date of ordinance No. 09-2020

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents. This agreement is for \$8,617,314 funded by federal Older American Act Funds and State General Funds. County General funds are using \$318,473 to meet the match requirements for internal programs for the duration of this agreement. – *Social Services*
2. Approval of a Federal Subrecipient Grant agreement with Central City Concern to provide Law Enforcement Diversion Program (LEAD) services. The total amount will be \$318,032.84 funded through the Federal Domestic Assistance Fund and the County General Fund for Affordable Housing. – *CFCC*
3. Approval to apply for a subrecipient grant award with Oregon Health and Science University (OSHU) for Partnership in an Institutional Review Board (IRB) study. OHSU will potentially pay Clackamas Health Center up to \$219,419 over a period of four years. No general funds are involved and no matching funds are required. – *Health Centers*

4. Approval of Amendment #18 and #19 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Contract is increased by \$6,093,870 bringing the contract maximum to \$19,499,741. Funding is through the state, no general funds are involved. – *Public Health*
5. Approval of Grant Agreement with Health Share of Oregon for the Help Me Grow Program (HMG). Contract maximum value is \$80,000 with funding through the Health Share of Oregon, no general funds are involved. – *Public Health*
6. Approval of an Amendment #1 with Do Good Multnomah for Veterans Village Services. Contract is not to exceed \$210,006 this will include county general funds at a policy level proposal.- *Admin*

B. Department of Transportation & Development

1. Approval of a Local Agency Agreement No.34356 with Oregon Department of Transportation for the Knights Bridge Road: Molalla River Bridge #06520; Overall Project Cost Estimate: \$3,601,086, funding from State Funded Local Project in the amount of \$3,231,254 and County Road Fund totaling \$369,832. No general fund.
2. Approval of a Contract with Colehour + Cohen Inc. dba C+C for Strategic Marketing Consultant Services for Phases II & III of the County Drive to Zero Project- Total Contract Value \$242,000.00; Drive to Zero Funds (General Funds) \$187,450 + Oregon Department Of Transportation Safe Community Grant \$54,550 – *Procurement*

C. Finance Department

1. A Resolution Approving the Submission of The Assessor's County Assessment Funding FA Grant Application for FY 2021-2022. This grants provides approximately 15% of the revenue for the Assessor's Office.

D. Elected Officials

1. Resolution _____ Appointing Justices of the Peace Pro Tempore for the Clackamas County justice of the Peace District. Pro Tempore Judges are paid at an hourly rate of \$48.55 plus .58 cents per mile for travel to and from the court building. This is included in the Justice Court Budget. - Clackamas County Justice Court

E. Disaster Managment

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. This amendment will have a \$66,100 increase bringing the total to \$443,381 with funding from FY18 Department of Homeland Security grant. No general fund dollars are involved.
2. Approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing Upper Sandy River Flood Warning System. Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630. General funds for the 25% match.
3. Approval for FY2020 Emergency Management Performance Grant – Supplemental between Clackamas County and the State of Oregon. The grant agreement value is \$43,066 and the grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to 50% of salaries and benefits for an employee who will focus on the COVID-19 response. This will include general fund.
4. Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals. This amendment will add \$164,700 for an additional 61 units and nights of lodging. Total Contract value not to exceed \$528,400, funded through the state general fund. No county general funds are involved.
5. Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals. Amendment will add \$128,100 for an addition 61 units and nights of lodging, funded through state general funds. No county general funds are involved.

Christina Terwilliger read consent agenda

Commissioner Shull: I move we approve the consent agenda

Commissioner Fischer: Second
 Clerk called the Poll
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Commissioner Savas: Aye.
 Commissioner Fischer: Aye.
 Chair Smith: Aye –the motion carries 5-0

IV. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Yvonne Lazarus - Clackamas County – Voting

Via Zoom

1. Michael Webber – Oak Grove – COVID
2. Cris Waller – Jennings Lodge – COVID Commissioner Shull
3. **Christine Kennedy – Lake Oswego – COVID Story (was not able to connect with)**
4. Bill Wehr - Clackamas County – Public Policy, Public Testimony Commissioner Fischer
5. Angela Nyland – Boring - COVID Outbreaks from Restaurants and Bars, Commissioner Shull

Closed Public Comment

~Board Discussion~

V. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County
[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 4-22-2021 Request for Ratification by the BCC At the 4-29-2021 Business meeting.	It is for Disaster Management. Approval of an Amendment to a Personal Services Agreement with Northwest Family Services for culturally specific temporary administrative staff for the Public Inquiry Center in relation to the COVID-19 response. This amendment increases the number of staff provided and adds funds to the contract. The contract is increased by \$72,464 for a total maximum contract value of \$108,383. Funds are from the Oregon Health Authority CARES fund. No General Funds are involved. The contract terminates on December 30, 2021.

Commissioner Savas: I move we approve the consent agenda
 Commissioner Shull: Second
 Clerk called the Poll
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Commissioner Savas: Aye.
 Commissioner Fischer: Aye.
 Chair Smith: Aye –the motion carries 5-0

VI. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 12:05 PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, May 6, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

I. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

County Counsel

1. Addendum to and Sunset of Emergency Housing Declaration

Commissioner Shull: I move to approve the addendum to and Sunset of Emergency Housing Declaration

Chair Smith: Second

~Board Discussion~

Commissioner Savas: I move to table

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll on the motion to table

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

Issued is Tabled

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP). Total revenue of \$10,000, no general funds are involved.
2. Approval of Community Development Division 2021 Action Plan. Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year. No general funds involved.
3. Approval of Subrecipient Grant Agreement with Clackamas Women's Services to Provide Rent Assistance Services. This is for \$1,204,804 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.

4. Approval of Subrecipient Grant Agreement with Northwest Family Services to Provide Rent Assistance Services. \$325,297 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.

B. Department of Transportation & Development

1. Approval of a Contract with Eagle Elsner, Inc. for the S Central Point Rd and New Era Rd Intersection Realignment; Construction Contract-Total Contract Value \$1,010,101.01- County Road Fund/ HB 2017 Safety. No general funds are involved.
2. Approval of a Contract with Murraysmith, Inc. for the Design Services for the 2022 Paving Packages; Design Contract- Total Contract Value \$570,778.00 - County Road Fund and Community Road Fund. No general funds are involved.

C. Finance Department

1. Approval of a Parking Sublicense Agreement with Weston Investment Co. LLC, dba, American Property Management for the Clackamas County Justice Court. This is a monthly payment of \$140 and will be paid through Justice Court Fees and Fines, no general funds are involved.

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Technology Services

1. Approval to Purchase HPE Aruba network switches for access layer networks in County buildings. Total purchase price is \$231,209.97 allocated from the budget capital fund within Technology Services.

F. Communications and Emergency Operations Center

1. Emergency Triage, Treat and Transport (ET3) Model Medical Triage Line Funding Opportunity. May receive up to \$1.175 Million dollars over 2-year period. No match or match required from County General Fund.

Christina Terwilliger read consent agenda

Commissioner Shull: I move we approve the consent agenda

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Les Poole – Damascus – Action Needed – Public Testimony – Trust in Government
2. Charles Gallia - Clackamas County – Poverty in the united states (hand out) wants to make sure that the misinformation about Race

Via Zoom

1. Cris Waller – Jennings Lodge – Homelessness, Commissioner Shull
2. Michael Weber – Oak Grove – Dave Hunt
3. Bill Wehr - Clackamas County – Public Policy LEDIC meeting;
4. Anna Hoesly – Oak Grove – Emergency Declaration (not online)

Closed Public Comment

~Board Discussion~

IV. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County

Emergency Declaration 2020-14 due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 5-5-2021 Request for Ratification by the BCC At the 5-6-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed a contract on your behalf. It is for Disaster Management. It is a Memorandum of Agreement between Clackamas County and the Oregon City School District for COVID-19 vaccinations and drive-through clinics. There is no monetary value except that the County will pay for any expenses to return the facility to pre-use condition. If that occurs, CARES Act funds will be spent. No General Funds will be used. The agreement lasts until terminated by either party.

Commissioner Savas: I move we approve the consent agenda
Commissioner Shull: Second
Clerk called the Poll
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Savas: Aye.
Commissioner Fischer: Aye.
Chair Smith: Aye –the motion carries 5-0

V. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 11:42 AM



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

May 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police (OSP) for use of the Public Safety Training Center (PSTC) Complex

Purpose/Outcome	Approval of the IGA to provide range services for training activities
Dollar Amount and Fiscal Impact	\$10,000 annually, billed to the Oregon State Police based upon actually cost as outlined in County Code Appendix A - Fee
Funding Source	Revenue
Duration	Current through January 31, 2026
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor 4/20/2021
Procurement Review	Item is an IGA
Contact Person	Ryan Brown, CCSO PSTC Manager 503.794.8039
Contract No.	IGA-598-21

BACKGROUND:

The purpose of this IGA is to contractually formalize a longstanding relationship with OSP, one of many area law enforcement agencies (local, state, & federal) in the metro area and Clackamas County that pay to utilize training assets managed by CCSO. Provides cost recovery for Clackamas County and promotes safer community policing/outcomes for the region.

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police.

Respectfully submitted,


Jenna Morrison
Chief Deputy

INTERGOVERNMENTAL AGREEMENT

Between Clackamas County on Behalf of the Clackamas County Sheriff's Office

and

Oregon State Police

For Use of Public Safety Training Center - Bowman Training Complex

This intergovernmental agreement ("Agreement") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through its Sheriff's Office ("CCSO"), and Oregon State Police, a state agency. This Agreement is authorized pursuant to ORS 190 *et. seq.* and becomes effective upon full execution by the parties.

RECITALS

Whereas, ORS 190 authorizes County, a local unit of government, and Agency, a state agency, to enter into this Agreement for the performance of a duty imposed upon the County or Agency to exercise a power conferred upon the County or the Agency or to administer a policy or program delegated to the County or the Agency;

Whereas, County owns and the Clackamas County Sheriff's Office operates the Public Safety Training Center (PSTC) Complex ("Complex"), which includes the Bowman Building, located at 12700 SE 82nd Ave Clackamas, OR 97015;

Whereas the Complex is an ideal facility for various law enforcement training activities and exercises;

Whereas Agency wishes to utilize the Complex, obtain training from CCSO staff, purchase ammunition for use at the PSTC Bowman Training Complex shooting range, or otherwise utilize the Complex for uses approved by the Sheriff's Office;

NOW THEREFORE, pursuant to ORS 190.003 *et. seq.*, and for good and valuable consideration, the receipt of which is hereby acknowledged, County and Agency agree as follows:

- 1. Term:** this Agreement is affective as of the date all required signatures are obtained and remains in place until January 31, 2026, or terminated by one or more of the parties hereto as provided for in Section 15.
- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.

3. Consideration: Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

4. County/CCSO Responsibilities: County agrees to the following:

- a. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
- b. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
- c. CCSO will sell to Agency ammunition, as supplies allow, for use by the Agency at the Complex's shooting range. The sales price of the ammunition shall be in an amount determined by CCSO, which is subject to change due to market fluctuations.

5. Agency Responsibilities:

- a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
- b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
- c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.
- d. Agency shall promptly report to the CCSO Lead Firearms contact listed in Section 26 any physical injury which happens within the Complex or any property damage to the Complex.
- e. Agency shall timely pay any invoice for use of the Complex.
- f. Agency shall complete all trainings, instructions, or certifications required by CCSO prior to use of the Complex.
- g. Agency shall, upon request by the County/CCSO, immediately cease use and vacate the Complex if the County determines, in its sole discretion, that Agency's use of the Complex conflicts with County's intended use of the Complex.
- h. Agency shall comply with all other terms and conditions of this Agreement.

6. Reservations and Conflicting Use: Agency's use of the Complex is conditioned upon submission of a timely, written reservation identifying the dates, times, and intended use of the Complex. Agency shall pay a reservation fee in the amount

set forth in the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to making a reservation. All reservations shall be for a minimum of 4 hours of use unless CCSO consents, in writing, to a lesser period. For reservations cancelled between seven (7) days and four (4) weeks prior to the intended date of use, Agency shall pay 50% of the reservation fee. For reservations cancelled less than seven (7) days before the date of intended use, Agency shall pay the full reservation fee. If Agency intends to use the Complex's shooting range, Agency shall notify CCSO of its intent to purchase ammunition as part of its written reservation. Agency shall, to the maximum extent possible, submit a written reservation request at least one (1) month in advance of the intended use.

Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that Agency's use of the Complex is subordinate and subject to CCSO use of the Complex. Agency may not use the Complex if such use conflicts with the CCSO use of the Complex. The County/CCSO may, for any reason and in County/CCSO's sole discretion, deny Agency's requested use of the Complex, or revoke and rescind a previously authorized use of the Complex.

- 7. Afterhours Access:** CCSO may, in its sole discretion, permit Agency access to the Complex outside of normal business hours, including weekends and holidays. Agency's access to the Complex outside of normal business hours is subject to, and contingent upon, Agency's successful completion of any and all trainings, instructions, or certifications CCSO determines, in its sole discretion, are required to permit such access. CCSO may condition Agency's access to the Complex outside of normal business hours upon Agency's acceptance of any additional terms and conditions CCSO determines, in its sole discretion, may be required to permit such access.
- 8. Condition of PSTC Bowman Complex:** County makes no representations or warranties, express or implied, as to the condition of the Complex or its fitness for any particular use by Agency.
- 9. Cleaning and Repair Costs:** Prior to leaving the Complex, Agency will return any portion of the Complex used by the Agency to its original, clean condition. Agency shall be responsible for any cleaning and/or repair costs arising from or related to Agency's use of the Complex, excluding any removal or remediation of any lead or lead contamination on, next to, or associated with the use, maintenance or operation of the Complex. County shall provide Agency an invoice for any cleaning and/or repair costs incurred by County as a result of Agency's use of the Complex, subject to the exception and exclusion noted above. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails to pay an invoice,

together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

10. Gun Handling. Gun handling or other use outside of the Complex's shooting range is not permitted. All guns must be holstered, cased, or slung muzzle-down when transferred from the parking lot into the Complex.

11. Targets and Shooting Lane Use. When using the Complex's shooting range, targets should be placed at the appropriate height and orientation to avoid shooting the ground, ceiling, or carrier components. Whenever possible, shooting lanes near the walls should not be used to avoid wall strikes.

12. Compliance with Applicable Law. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Agency's use of the Complex.

13. Express Assumption of Risk. By signing this agreement, Agency appreciates the risks involved in Agency's use of the Complex and hereby expressly assumes any and all risks arising out of or relating to Agency's use of the Complex.

14. Indemnification.

- a. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, Agency's use of the Complex, or from any act, omission, or neglect of Agency, its agents, or employees.
- b. Subject to the Oregon Tort Claims Act and the Oregon Constitution including, but not limited to, the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, the County shall defend, indemnify and save harmless Agency and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the negligent or willful acts or omissions of the County, its officers, deputies, employees, or agents associated with this Agreement and over which the County has a right to control.
- c. Subject to the Oregon Tort Claims Act and the Oregon Constitution, Agency shall defend, indemnify and save harmless the County, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the negligent or willful acts or omissions of Agency, its officers, employees or agents associated with this Agreement and over which the Agency has a right to control.

15. Termination. This Agreement may be terminated as follows:

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual consent of the parties, or by County/CCSO for convenience upon thirty (30) days written notice to Agency.
- b. Termination for Cause. Either Agency or County/CCSO may terminate this Agreement at any time if that party (the “terminating Party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting Party”). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have 30 days to cure the default described by the terminating Party. If the defaulting Party fails to cure the default within such 30-day period, then this Agreement shall terminate 10 days following the expiration of such 30-day period.

16. Insurance. As Agency is self-insured, Agency shall provide documentation to the County of Agency’s self-insured status. Such documentation is found on the DAS Risk website:

<https://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx#cert1>

17. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

18. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

19. Integration. This Agreement contains the entire agreement between County/CCSO and Agency and supersedes all prior written or oral discussions or agreements.

- 20. Amendments.** County and Agency may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
- 21. Waiver.** Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 22. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 23. No Third Party Beneficiaries.** County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
- 24. Assignment.** Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County's sole and absolute discretion. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 25. Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 26. Notifications.** All notices required under this Agreement, including scheduling and reservations requests and related issues, are to be made as follows:

Agency: Oregon State Police

Training Coordinator:
Jason Perrizo, Senior Trooper
Firearms Program Coordinator
4190 Aumsville Hwy SE
Salem, OR 97317

503-798-6730
jperriz@osp.oregon.gov

Billing Contact:
OSP Accounts Payable 3565 Trelstad Ave SE
Salem, OR 97317

Or: ospaccounting@osp.oregon.gov

The County:
PSTC Business Manager: 503-794-8039
CCSO Lead Firearms: 503-794-8066
CCSO Training Coordinator: 503-794-8071

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein.

Clackamas County:

Agency:

By: Date

Joel Lujan, Major 4/15/21

Title:

By: Joel Lujan Date

Title: Major, Gaming & Business Services

Approved as to Form:

[Signature] 04/20/2021

County Counsel/Director Date



May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County to provide additional funding for grants to the local small business community impacted by the COVID-19 pandemic

Purpose/Outcomes	Approve a State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County to provide an additional \$2,700,986.76 in Corona Virus Relief Funds to benefit the local small business community who have incurred expenses as a result of changes in risk levels due to the COVID-19 pandemic, including those necessary expenditures incurred in response to Grantee's return to an "Extreme Risk" level effective as of April 30, 2021. The amendment also extends the agreement through December 31, 2021.
Dollar Amount and Fiscal Impact	This amendment adds \$2,700,986.76 in Corona Virus Relief Fund dollars to an existing agreement between the State of Oregon and Clackamas County to be distributed to the Clackamas County small business community. The amendment increases the agreement value from \$4,168,536.00 to \$6,869,522.76.
Funding Source	Corona Virus Relief Fund, via State of Oregon acting through its Department of Administrative Services.
Duration	Agreement is effective upon signature by both parties and will expire on December 31, 2021.
Previous Board Action	<ul style="list-style-type: none"> • The agreement being amended was approved by the Board of County Commissioners on December 17, 2020, agenda item F.1. • EOC Commander Nancy Bush briefed the BCC on this amendment during the BCC Business Meeting on May 6, 2021. • The amendment was received by the County on May 4, 2021 and is being expedited to facilitate timely distribution of the funds to our local business community.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1) This grant agreement supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing grants to businesses impacted by COVID-19 will help them make it through the pandemic so they can reopen under the new normal, and eventually expand when economic times improve. 2) This grant agreement supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business throughout the COVID-19 pandemic.
County Counsel Review	County Counsel Review Date: Pending Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No The item is a grant agreement, and is not processed through Procurement.
Contact Person	Sarah Eckman, BCS Interim Director (503) 894-3135
Contract No.	Grant No. 2503 Amendment #1

BACKGROUND:

When Governor Kate Brown recently announced that 15 Oregon Counties would switch to the Extreme Risk category on April 30, 2021, she committed \$20 million in statewide financial assistance to support Oregon businesses impacted by COVID-19.

The \$2.7 million is Clackamas County’s portion of the statewide distribution of \$20 million that the Governor announced would be released to support businesses after the move to the Extreme Risk category. To expedite the distribution of funds, the State amended a December 2020 agreement we already have in place with them. The December agreement provided more than \$4 million in grants that we distributed to businesses earlier this year.

A full list of the allocations for the \$20 million statewide is included here; each county received a baseline amount of \$200,000, and the remainder was allocated on a per capita basis.

Total CRF allocation for local governments

County	Population estimate 7/2019	% of county total	\$200,000 Floor per county then per capita
Baker	16,820	0.584%	\$ 299,349.58
Clackamas	423,420	14.712%	\$ 2,700,986.76
Columbia	52,750	1.833%	\$ 511,574.92
Crook	23,440	0.814%	\$ 338,451.49
Deschutes	193,000	6.706%	\$ 1,339,980.26
Grant	7,360	0.256%	\$ 243,472.82
Jackson	221,290	7.689%	\$ 1,507,078.93
Josephine	86,750	3.014%	\$ 712,400.46
Klamath	68,190	2.369%	\$ 602,773.34
Lane	378,880	13.164%	\$ 2,437,905.30
Linn	126,550	4.397%	\$ 947,484.47
Marion	347,760	12.083%	\$ 2,254,090.86
Multnomah	821,730	28.551%	\$ 5,053,657.94
Polk	82,940	2.882%	\$ 689,896.18
Wasco	27,240	0.946%	\$ 360,896.70
Oregon Total	2,878,120	100%	\$ 20,000,000.00

Counties are asked to make a good faith effort to prioritize the hospitality industry, small businesses, and women, Black, Indigenous, People of Color, and Tribal-owned businesses.

The State has provided the following minimum eligibility requirements:

1. The business is headquartered in Oregon and has its principal operations in Oregon.
2. If required by Oregon law to be registered with the Oregon Secretary of State to do business in Oregon, the business is so registered.
3. The business is either for-profit or an entity tax-exempt under section 501(c)(3) of the Internal Revenue Code.
4. During the Performance Period, the business incurred necessary expenditures due to the COVID-19 public health emergency, including those necessary expenditures incurred in response to Grantee’s return to an “Extreme Risk” level effective as of April 30, 2021.

BCS and Disaster Management are working together to develop a framework for how these new funds will be spent to support our local businesses. To inform our framework, we are meeting with stakeholders such as the North Clackamas Chamber/Business Recovery Centers, Clackamas County Tourism, and our internal emergency operations team, including the Equity Liaison. We will use input from these entities to quickly develop a holistic recommendation for how to distribute the funds.

With time being of the essence, it is critical we immediately process this agreement amendment with the State so that we can accept the funds and have them ready for distribution.



BUSINESS & COMMUNITY SERVICES

150 BEAVERCREEK ROAD

OREGON CITY, OR 97045

WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

RECOMMENDATION:

Staff respectfully recommends the BCC approve the State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County that provides Corona Virus Relief Fund dollars to assist the local small business community impacted by the COVID-19 pandemic and requests authority to sign the agreement amendment be delegated to the BCS Interim Director, Sarah Eckman.

ATTACHMENT:

State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County

Respectfully submitted,

Sarah Eckman
Interim Director, Business & Community Services

STATE OF OREGON

GRANT AGREEMENT NO. 2503

Amendment No. 1

This is Amendment Number 1 (“Amendment”) to Grant Agreement No. 2503 (the “Grant”) between the State of Oregon, acting by and through its Department of Administrative Services (“DAS”), and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties.”

1. Effective Date and Reinstatement of Grant. This Amendment shall become effective on the date that it is fully executed and approved as required by applicable law and, upon such execution and approval, reinstates the Grant and amends it as provided below.

2. Amendments to Grant.

- A. Sections 2, 3, 6, 7.1 and 17.17 are amended as follows (additions in **bold underline** and deletions in *[italicized brackets]*):

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through *[December 30, 2020]* **December 31, 2021** (the “Performance Period”). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on *[December 30, 2020]* **December 31, 2021**.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed *[\$4,168,536.00]* **\$6,869,522.76** (the “Grant Funds”) for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 **Disbursement.** *[Agency will disburse Grant Funds to Grantee in a single disbursement within five business days of the Executed Date.]* **Agency has disbursed \$4,168,536.00 in Grant Funds to Grantee as of this Amendment’s Effective Date. Agency will disburse the remaining \$2,700,986.76 in Grant Funds to Grantee in a single disbursement within five business days of this Amendment’s Effective Date.**

SECTION 17: MISCELLANEOUS

17.17 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to [December 30, 2020] **December 31, 2021**, the proceeds [would] **will** be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

B. Section I, "PROJECT DESCRIPTION," and Section III, "REPORTING REQUIREMENTS," of Exhibit A are amended as follows (additions in **bold underline** and deletions in *italicized brackets*):

SECTION I. – PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds to disburse grants to businesses as described more particularly in this Exhibit A and Exhibit E. Grantee represents and warrants that the Grant Funds will be used only to cover those costs of business subgrantees that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in Grantee's budget most recently approved as of March 27, 2020; and (3) were, or are, incurred during the Performance Period. Grantee may not use any Grant Funds to prepay or otherwise cover Grantee-mandated business fees before awarding a grant to an eligible business.

Grantee will disburse Grant Funds only to businesses that meet all of the following minimum **eligibility** requirements[; *only one application may be submitted per business*]:

1. The business is headquartered in Oregon and has its principal operations in Oregon.
2. If required by Oregon law to be registered with the Oregon Secretary of State to do business in Oregon, the business is so registered.
3. The business is either for-profit or an entity tax-exempt under section 501(c)(3) of the Internal Revenue Code.
4. During the Performance Period, the business incurred necessary expenditures due to the COVID-19 public health emergency, **including those necessary expenditures incurred in response to Grantee's return to an "Extreme Risk" level effective as of April 30, 2021.**

The following businesses are **ineligible** to apply for or receive funding under the Program:

1. Passive real estate holding companies and entities holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that experience a decline in revenues for reasons other than those caused by the COVID-19 pandemic (e.g. seasonal or cyclical businesses cycles).
4. Businesses that are delinquent on federal, state or local taxes that were due on or before the date of application.
5. Businesses that do not comply with all federal, state and local laws and regulations.
6. Businesses that have closed and do not intend to reopen.

Award Amount

Grantee's grant awards to eligible businesses shall be in amounts determined by Grantee.

Program Access

Agency intends that the Grant Funds are made accessible to all Oregonians. Accordingly, Agency strongly encourages Grantee to market its grant program and seek subgrantees based on the recommendations set forth in Exhibit E, Equity in Grant Access.

SECTION III. – REPORTING REQUIREMENTS

No later than *[January 5, 2021]* **January 5, 2022**, Grantee shall provide Agency a final report on the following:

1. Total use of Grant Funds;
2. Total number of applicants and beneficiaries; and
3. For each beneficiary that Grantee awards a grant:
 - a. A short description of the beneficiary's business, including business entity type, industry, number of employees and length of operating history; and
 - b. The demographic information reported on the voluntary demographic questionnaire by owners of each beneficiary business.

Additionally, no later than *[January 5, 2021, for the period October 1, 2020, to December 30, 2020]* **July 6, 2021, for the period of April 1, 2021 to June 30, 2021, and October 5, 2021, for the period of July 1, 2021, to September 30, 2021, and January 5, 2022, for the period of October 1, 2021, to December 31, 2021**, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;
- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;
- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant

- C. The reference to “December 30, 2020” in Section 2 of Exhibit C, “FEDERAL TERMS AND CONDITIONS,” is amended and restated as “December 31, 2022.”
- D. Exhibit D, “FEDERAL AWARD IDENTIFICATION,” is replaced in its entirety by amended Exhibit D attached hereto.

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of the original Grant remain in full force and effect. By its execution of this Amendment, Grantee certifies to DAS that the representations, warranties and certifications contained in the original Grant are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services

By: _____

Date

Clackamas County

By: _____
Authorized Signature

5/20/2021
Date

Tootie Smith
Printed Name

Chair
Title

93-6002286
Federal Tax ID Number

096992656
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler via email
Senior Assistant Attorney General
Oregon Department of Justice

5/3/21
Date

EXHIBIT D FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
(ii) Grantee's DUNS number:	096992656
(iii) Federal Award Identification Number (FAIN):	SLT0038
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2021
(vi) Total amount of federal funds obligated by this Grant:	\$2,700,986.76
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$ 24,579,690.24
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$24,579,690.24
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

May 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Amendment #1 for the Service Level Agreement between
Clackamas Broadband eXchange and Allstream Business US

Purpose/ Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to amend an existing Service Level Agreement (SLA) with Allstream Business US to add one (1) additional dark fiber connection.
Dollar Amount and Fiscal Impact	The monthly recurring cost (MRC) for the connections will be \$1,465.00 with a nonrecurring cost (NRC) of \$98,500.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US.
Duration	Effective upon signature by the board the SLA is effective for three (3) years.
Previous Board Action	Board previously approved CBX to build and maintain a similar fiber connection for Allstream Business US on January 23, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Counsel Review	County Counsel will review and approve.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network to Advantis Credit Union for Allstream Business US. The connection will be from the CBX hub located at 15941 S Agnes Ave Oregon City, OR 97045 to the new Advantis Credit Union on Meyers Rd in Oregon City.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

May 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment #4 between
Clackamas Broadband eXchange and the State of Oregon

Purpose/ Outcomes	Clackamas Broadband eXchange (CBX) is looking for an amendment with the State of Oregon to add additional sites for dark fiber services.
Dollar Amount and Fiscal Impact	The monthly recurring cost (MRC) for the 2 new dark fiber laterals will be \$510.00 and the nonrecurring cost (NRC) is \$33,900.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the State of Oregon.
Duration	Effective upon signature by the board the IGA will be in effect until June 30, 2026.
Previous Board Action	Board has previously approved similar amendments with the State of Oregon for other sites within Clackamas County.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Counsel Review	Amendment # 4 was approved by Andrew Naylor May 6, 2021.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX currently provides dark fiber connectivity to 11 sites within Clackamas County for the State of Oregon. CBX is looking to provide connectivity to 2 more sites bringing the total to 13. If approved, the 13 sites will receive the benefits of the CBX dark fiber connectivity through June 30, 2026 for current and future communication requirements.

RECOMMENDATION:

Staff respectfully recommends approval to continue providing dark fiber connections to the State of Oregon. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services



Board of County Commissioners
 Clackamas County

Members of the Board:

Approval for Professional Services Contract for Research Justice Study for Communities of Color in
Clackamas County with Coalition for Communities of Color

Purpose/Outcomes	To gain better understanding of the needs of population groups that continue to experience racial disparity in order to better address those needs and ensure that the goals of our strategic plan are achieved for all people.
Dollar Amount and Fiscal Impact	Total contract not to exceed \$300,000.00.
Funding Source	\$150,000 General Funds, \$150,000 contributions from local governments and businesses
Duration	Effective upon execution through March 31, 2024
Previous Board Action	<ul style="list-style-type: none"> • Environmental Scan study with the Coalition of Communities of Color (CCC) authorized in May 2020 and report completed November 2020. • In July 2020, the Equity and Inclusion Office was established and continued work with CCC.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build Public Trust through Good Government • Ensure Safe, Healthy and Secure Communities • Grow a Vibrant Economy
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel Review: 4-21-2021 2. Initials of County Counsel performing review: ARN
Procurement Review	<ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 2. This contract is a result of an RFP process
Contact Person	Martine Coblentz, 971-325-5766
Contract No.	#4013

BACKGROUND:

Although Clackamas County is a predominantly white county, there are many communities of color living, working and raising their children within the county borders. As demonstrated in the Board of County Commissioner’s [Town Hall on Race Issues in Clackamas County](#) on August 19, 2020, people of color experience bias and discrimination in communities throughout the county. The narrative that Clackamas County is “White” has created an invisibility factor on communities of color. Historically and currently, communities that are not a part of the dominant group are negatively impacted by the decisions, policies and initiatives from government entities. Today, a disparity currently exists with the impacts of COVID 19 and people of color in the county.

In June 2020, the Board of County Commissioners passed a motion for [Resolution Condemning Violence and Racism](#) against Black/African American and all people of color in Clackamas County. The County Administrator also established in August of 2020, the County’s first Equity and Inclusion Office

who is charged with leading the diversity, equity and inclusion efforts throughout the county. Additionally, the County hired the Coalition of Communities of Color (“CCC”) to conduct an environmental scan to:

1. Identify organizations and leaders in the County that represent and organize communities of color;
2. Recognize internal County and jurisdictional diversity, equity, and inclusion trends and occurrences;
3. Document external county factors such as demographics, politics and public policy, labor markets, housing, education, civic life, and other areas of interest that affect the quality of life for communities of color in Clackamas County;
4. Assess and analyze current CCC connections with Clackamas County including partners, constituents, and activities; and
5. Connect and help build relationships between the County Equity and Inclusion Office and community-based organizations/leaders of communities of color in the County.

The Environmental Scan report is attached.

This scan report provides evidence of the need for Clackamas County to better serve communities of color. It also serves as a guide to highlight next steps. Clackamas County would like to more clearly understand all of the demographic groups within it, each group’s distinct strengths, challenges and needs and begin to more meaningfully engage with those communities. It is critical that community partners, culturally specific organizations, cities, schools and other community based organizations, partner with communities of color so that everyone has an opportunity to thrive.

Over 15 local governments and businesses within Clackamas County supports the need of this effort by offering to contribute nearly a little more than half of the cost of this contract. This is a tremendous show of support from local stakeholders. Washington and Multnomah Counties have also done this work within the past 10 years and Clackamas County is now the final county in the Portland-metropolitan region to complete this work.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on January 26, 2021. Proposals were opened on February 25, 2021. The evaluation committee comprised of 10 evaluators; 5 from Clackamas County and 5 from external agencies that have a stake in this project. The County received a total of 4 proposals from Coalition of Communities of Color, Keen Independent Research, Morant McLeod and Philliber Research Associates.

The Committee evaluated the proposals and made the recommendation that Coalition of Communities of Color be awarded the Contract.

RECOMMENDATION:

Staff recommends approval of the Contract with Coalition of Communities of Color.

Respectfully submitted,



Martine Coblentz
Equity and Inclusion Officer

Placed on the _____ agenda by Procurement.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4013**

This Personal Services Contract (this “Contract”) is entered into between **Coalition of Communities of Color** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its department of County Administration and its Office of Equity and Inclusion.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **March 31, 2024**.
- 2. Scope of Work.** Contractor shall provide the following personal services: the services described in RFP 2021-06 Research Justice Study for Communities of Color in Clackamas County (“Work”), further described in **Exhibit A**, and as further described in Contractor’s proposal, attached as **Exhibit B** and hereby incorporated by reference.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred thousand dollars (**\$300,000.00**), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis at \$300.00 per hour, in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Martine Coblentz via email mcoblentz@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Andres Lopez, Ph.D. Phone: 503-970-3878 Email: Andres@coalitioncommunitiescolor.org	County Administrator: Martine Coblentz Phone: 503-655-7579 Email: mcoblentz@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot 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 Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. 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 to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County

provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Coalition of Communities of Color

Clackamas County

 5/12/21
Authorized Signature Date

MARCUS C. MUNDY, EXECUTIVE DIRECTOR
Name / Title (Printed)

1084890-97 DNP / Oregon
Oregon Business Registry #

Chair

Recording Secretary

Date

Approved as to Form:

Andrew Naylor
Digitally signed by Andrew Naylor
Date: 2021.05.13 06:04:54 -0700

County Counsel Date

5/13/2021

EXHIBIT A
RFP 2021-06 RESEARCH JUSTICE STUDY FOR COMMUNITIES OF COLOR IN
CLACKAMAS COUNTY
ISSUED FEBRUARY 25, 2021



REQUEST FOR PROPOSALS #2021-06

FOR

**RESEARCH JUSTICE STUDY
FOR COMMUNITIES OF COLOR IN CLACKAMAS COUNTY**

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner**

**Gary Schmidt
County Administrator**

**George Marlton
County Procurement Officer**

**Kim Randall
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: February 25, 2021

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	January 26, 2021
Protest of Specifications Deadline.....	February 4, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 16, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 25, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	March 2021

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 25, 2021 Pacific Time** (“Closing”), to provide Research Justice Study for Communities of Color in Clackamas County. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-06-21.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or the **preferred method** is to email to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Kim Randall, krandall@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor who’s Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the

protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer (“BAFO”): County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer’s best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor’s obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County, on behalf of the Equity and Inclusion Office within County Administration seeking Proposals from vendors to provide a Research Justice Study Communities of Color in Clackamas County.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Although Clackamas County is a predominantly white county, we know that there are many communities of color living, working and raising their children within the county borders. As demonstrated in the Board of County Commissioner's [Town Hall on Race Issues in Clackamas County](#) on August 19, 2020, we know that people of color experience bias and discrimination in communities throughout the county. The narrative that Clackamas County is "White" has created an invisibility factor on our communities of color. Historically and currently, communities that are not a part of the dominant group are negatively impacted by the decisions, policies and initiatives from government entities. Today, we see the disparity that currently exists with the negative impacts of COVID 19 and people of color in the county.

In June 2020, the Board of County Commissioners passed a resolution [Resolution Condemning Violence and Racism](#) against Black/African American and all people of color in Clackamas County. The County Administrator also established in August of 2020, the County's first Equity and Inclusion Office who is charged with leading the diversity, equity and inclusion efforts throughout the county. Additionally, the County hired the Coalition of Communities of Color ("CCC") to conduct an environmental scan to:

1. Identify organizations and leaders in the County that represent and organize communities of color;
2. Recognize internal County and jurisdictional diversity, equity, and inclusion trends and occurrences;
3. Document external county factors such as demographics, politics and public policy, labor markets, housing, education, civic life, and other areas of interest that affect the quality of life for communities of color in Clackamas County;
4. Assess and analyze current CCC connections with Clackamas County including partners, constituents, and activities; and
5. Connect and help build relationships between the County Equity and Inclusion Officer and community-based organizations/leaders of communities of color in the County.

The Environmental Scan report is attached as **Attachment A**.

This scan report provides further evidence of the need for our County to better serve our communities of color. It also serves as a guide to highlight our next steps. Clackamas County would like to more clearly understand all of the demographic groups within it, each group's distinct strengths, challenges and needs and begin to more meaningfully engage with those communities. It is critical that community partners, culturally specific organizations, cities, schools and other community based organizations, partner with communities of color so that everyone has an opportunity to thrive.

3.3. SCOPE OF WORK

3.3.1. Scope:

Clackamas County is seeking to contract with an organization who will provide a community based and research justice oriented study to better understand the lived experiences of Black, Indigenous and People of Color (“BIPOC”). Historical disparities for people of color have again surfaced during the pandemic, where we see disparate negative outcomes for BIPOC communities. The County is seeking an organization that approaches research through meaningful engagement, justice focus and a call to action. This organization will have a strong team of researchers who conducts both quantitative and qualitative data in order to bring about a more complete picture of communities of color in Clackamas County. The County is seeking an organization who has experience working with culturally specific organizations, is culturally responsive and has an equity approach to their work. This organization will look at all aspects of community life including (but not limited to) civic life, education, health and wellness, criminal justice, social wellbeing and community life, as part of creating the greater picture.

Preferred qualifications:

1. It is preferable that this organization have experience working in the Pacific Northwest, and has an understanding regarding the historical oppression of communities of color within the region, and awareness of the impact of dominant culture on communities of color today; and
2. It is preferable that this organization have experience conducting research with county government.

Deliverables:

1. Bring together community leaders, community based organizations, cities, school districts and other key stakeholders together facilitating a process to set priorities and approach for the research project. Utilizing the Environmental Scan report as a touch point;
2. Co-create with key stakeholders, culturally responsive and equity oriented research tools and strategies that uplifts community voice and brings to surface community experience that cannot be known through current quantitative data collected;
3. Engage communities of color, community leaders, diversity, equity and inclusion (“DEI”) actors in the County to ascertain the strengths, needs, challenges that face communities of color throughout the county. Engage regional partners as it relates to the needs, strengths and challenges of communities of color within Clackamas County to strengthen those relationships and partnerships;
4. Create a set of lessons learned through the qualitative data gathered diving deeper into the specific communities of color’s experiences characterizing the unique realities of various groups within the community;
5. Create a comprehensive report outlining the information gathered, lessons learned, strategies to integrate the learning and a call to action for the entire county community as a whole; and
6. Report out to communities, jurisdictions, organizations in the county on results of the process, giving structure for the call to action for all.

Community engagement for this project will include both the internal community of Clackamas County staff and elected leaders and the external community of the public, jurisdictional partners and others.

Clackamas County will provide:

1. Quantitative data collected from within the County.
2. Qualitative data collected from within the County.
3. Connections to the community based organizations, cities, school districts, and other key stakeholders.

Clackamas County recognizes the interconnected nature of the community and will therefore collaborate with cities, other government organizations, community based organizations, and community leaders to ensure that

the result of this research project will take into account all aspects of community life and will invite all people to actively engage in strategizing solutions.

3.3.2. Time Lines:

The work will be broken out in stages as follows with the following estimated time lines:

- **Stage 1 (6-10 months):** Establishing key stakeholders group to vet the preliminary analysis, set priorities, strategies and develop desired outcomes and goals.
- **Stage 2 (12 months):** Engage communities of color through culturally responsive tools and strategies to dig deeper into the BIPOC community experience and to begin to disaggregate experiences of communities of color to better understand their unique realities.
- **Stage 3 (5-6 months):** Draft preliminary findings after engagement with community. Share findings with key stakeholders (including community leaders and DEI actors) to hone the report findings. Develop a call to action based on the findings.
- **Stage 4 (5-6 months):** Finalize the report and present the call to action to community at large.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through approximately January 2024.

3.3.4. Budget:

The estimated budget for this project is between \$250,000 and \$300,000 over the life of this project, inclusive of all expenses. However, the budget should not be construed by Proposers as the default fee proposal. The County endeavors to obtain the best value it can for the quality and quantity of the work to be provided under the resulting contract.

3.3.5 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a **Personal Service Contract** containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background	0-30
Preferred Qualifications	0-10
Scope of Work	0-45
<u>Fees</u>	<u>0-15</u>
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals should be emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.2. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.3. Proposal may not exceed a total of **40 pages** (single-sided), excluding of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.

5.3 Preferred Qualifications:

- Description of the firm's ability to meet the requirements in Section 3.3.1.
- Provide examples of similar work done in the Pacific Northwest that included community engagement.
- Please provide your experience in collaborating with other local governmental entities.
- Description of what distinguishes your firm from other firms performing a similar service.

5.4. Scope of Work

1. Tells us about your research approach when engaging with community. How do you engage with communities of color? How do you engage with community based and culturally specific organizations?
2. Tells us about your previous experience working with County government and/or other jurisdictions that is concerned with all levels of community life; education, health, transportation, criminal justice, businesses, etc.
3. When multiple jurisdictions are involved, how do you manage competing interests?
4. How do you ensure that the voices of marginalized communities are centered at the table?
5. What are the ways you have looked at intersectional identities to address the compounding impacts of communities of color?
6. What have you learned from your previous experience and what might you try differently this time?
7. Tell us about a successful outcome in your work, how do you characterize the success? What did you do to contribute to that success?
8. Tell us about how you have engaged community members and other key stakeholders in a COVID environment.
9. Tell us if you have experience working in the Portland Metro area, and what insights do you have that might benefit the work in Clackamas County?

5.5. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.6. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be provided.

PROPOSAL CERTIFICATION
RFP 2021-06 RESEARCH JUSTICE STUDY FOR COMMUNITIES OF COLOR

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

**ATTACHMENT A
ENVIRONMENTAL SCAN STUDY**



ENVIRONMENTAL SCAN:

*Black, Indigenous, and People of Color (BIPOC) Experiences, Community Organizations, and Government Diversity, Equity, and Inclusion Efforts within **Clackamas County***

NOVEMBER 2020

 Coalition of
Communities of
Color



ACKNOWLEDGEMENTS

We want to thank Clackamas County for commissioning this work, especially for the support of Gary Schmidt, Sue Hildick, and all current County Commissioners. We are also grateful for the guidance of Martine Coblenz, Maria Magallon, and Csea Leonard at the Office of Inclusion and Equity.

We want to thank the Mayors and City Managers for sharing information about their DEI work, as well as Erin Schwartz, Ph.D. at Clackamas County Health, Housing, and Human Services, for providing demographic data about the county. Special thanks to the Leaders for Equity, Diversity, and Inclusion Council (LEDIC) and Clackamas Workforce Partnership for connecting us with their members and other DEI leaders in the county.

Finally, we would like to thank the student researchers, Shawn Canny and Isabelle Kemp, who helped us organize and analyze data.

PREPARED BY

Research Justice Institute

@ Coalition of Communities of Color
Andres Lopez, Ph.D -- Research Director
Mira Mohsini, Ph.D. -- Senior Researcher
Photo credit: David Gn (Adobe Stock)

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PART I: EXECUTIVE SUMMARY

The Coalition of Communities of Color (CCC), Clackamas County, cities, and local community-based organizations have begun partnering to implement a multi-year community-driven and community-informed study into the everyday lived realities of communities of color in Clackamas county. The work starts with an environmental scan.

This environmental scan:

- Identifies organizations and leaders that represent and organize communities of color in the county.
- Recognizing diversity, equity, and inclusion (DEI) efforts, trends, and occurrences within various government entities throughout the county.
- Documenting factors such as demographics, public policy, labor markets, housing, education, civic life, and other areas of interest that affect the quality of life for communities of color in Clackamas County.
- Connecting and helping build relationships between the County Equity and Inclusion Officer and community-based organizations and leaders serving BIPOC communities in the county.
- Assessing and analyzing current CCC connections with Clackamas County, including partners, constituents, and activities.

Six data sources informed the environmental scan:

1. A database of 164 organizations, businesses, government, networks, councils, and community efforts supported Black, Indigenous, and People of Color (BIPOC) communities, of which 64 were engaged during the scan process.
2. A community survey with 121 responses to 14 questions included demographics, the capacity at which folks work and organize BIPOC folks, and concerns about racial injustice and strategies for the county to address.
3. A questionnaire with six responses and three 30 minute interviews with government officials across the county about DEI efforts and concerns.
4. Data gathered from four racial equity listening sessions (held in Clackamas County, Sandy, Gladstone, and Milwaukie) and two town halls hosted by Clackamas County.
5. Document review of over 22 online sources around DEI efforts (task forces, resolutions, anti-racism Facebook groups, Black Lives Matter groups, and other community collaboratives) and nine county and city-specific reports, surveys, and data resources collected to assess or address BIPOC needs and concerns.
6. Four administrative datasets were utilized for framing BIPOC realities throughout the county, which included demographics by race/ethnicity, poverty data by race/ethnicity, languages spoken at home, and COVID-19 cases, hospitalizations, and deaths.

A critical finding of the scan was making sense of the different stages of local governments' DEI journeys. Clackamas County and many of its city governments landed somewhere among the following three tiers of understanding, planning, and action.

Tier One: Unclear About DEI Needs

- Develop an internal employee engagement process, such as surveys and listening sessions, about perceived gaps, needs, and strengths.

- Develop an external, public-facing engagement process through community listening sessions for city leadership to gain a baseline understanding of the challenges, strengths, and everyday experiences of BIPOC constituents.
- Engaging the community to form a community-based advisory group to provide DEI priorities and recommendations.

Tier Two: New to the Journey

- Formalize and dedicate resources to hiring permanent, full-time positions to lead DEI efforts internally and externally.
- Commit resources to provide staff members with DEI training so that there is conceptual clarity around racial equity.
- Begin developing short- and long-term strategic plans for applying a racial equity lens to policies, practices, budgets, and services within the government.

Tier Three: Resourced and Growing

- Build networks with other cities and government agencies engaged in this work to coordinate DEI efforts across jurisdictions and create “communities of practice.”
- Continue providing educational opportunities for staff (e.g., training, “Learning Labs,” affinity groups, book clubs, etc.).
- Invest in public-facing communication strategies to inform constituents about racial equity efforts and outcomes.
- Invest in independent equity audits that can evaluate DEI work.

RECOMMENDATIONS

The bulk of recommendations from this environmental scan focus on six critical areas of concern and strategy for racial justice briefly outlined below. It’s important to note that these recommendations are a starting place to understand BIPOC communities in Clackamas County better. These recommendations must be researched, vetted, and finalized by BIPOC communities in a comprehensive study resourced and supported by local governments and organizations.

Representation and Leadership

One of the largest areas of concern identified in this scan is the lack of BIPOC representation in leadership positions, power, and decision-making throughout the county. Folks recommend greater representation in those positions of power, the need to create an environment that is more welcoming and safe for BIPOC folks in Clackamas county, developing cultures of inclusivity and respect, and a focus on diversifying the workforce leadership.

Education and Training

The need for more education and training related to DEI was a significant data finding that appeared throughout narratives, stories, and testimonials from community members. Common requests included education and training on racial justice in schools and other educational opportunities, training, and conversations about racial justice for people in leadership positions across the county and their employees.

BIPOC-Informed Policy

The knowledge and experiences of communities of color in the county must inform government policies to create a more equitable county. Creating and implementing procedures informed by BIPOC perspectives entails developing meaningful community engagement strategies, providing spaces and forums where BIPOC voices lead, communication from governments back to the community that reflects understanding, and concrete action plans of proposed relevant changes.

Access and Services

Access to resources and specific services was another primary concern that came out of the various data sources. These concerns covered multiple areas such as housing, health care, transportation, internet, schools, and food. Many BIPOC folks also expressed concern with the lack of knowledge of existing services, suggesting the need for stronger BIPOC-focused communications. Also expressed was the need for assessing equity and addressing racially motivated incidents in schools and incentives for minority-owned businesses and workforce development.

Multilingual and Multicultural Communications and Engagement

Many county residents and employees expressed concerns about the lack of communication and engagement in non-English languages across various domains. Examples of diversifying linguist and cultural communication and engagement include verbal, print, digital job announcements, city/county planning efforts, public forums like town halls/listening sessions, and social services. Also uplifted was the need for multilingual and multicultural staff and support. Many county employees expressed pain for their experienced racism by speaking other languages at work or bringing up BIPOC language and cultural barriers.

Community Support and Connection

Many residents of Clackamas County shared how either they or their neighbors do not feel welcome. Community members gave many solutions to address these concerns, such as centralized information resource, community-specific gathering opportunities, and more cultural resources, advocacy, holidays, and foods. They also spoke about the county's need to take more deliberate steps to address white nationalist symbols and rhetoric and take a stance against Immigration and Customs Enforcement (ICE), modeling allyship, and creating an anti-racist environment.



Milwaukie Bay. Photo Credit: Provided by the County.

OVERVIEW OF ENVIRONMENTAL SCAN

The Coalition of Communities of Color (CCC), Clackamas County, cities, and local community-based organizations have begun partnering to implement a multi-year community-driven and community-informed study into the everyday lived realities of communities of color in Clackamas county. This study aims to establish and promote a shared understanding of racial equity in Clackamas county, build community capacity, and advocate for and improve public investment and delivery of services to communities of color in the county.

In collaboration with the Clackamas County Office of Equity and Inclusion, the CCC will create partnerships with community-based stakeholders to co-create various phases of this research, from initial design to data collection and analysis disseminating research findings. The CCC uses a “[Research Justice](#)” framework, which means that our methods are entirely community-driven and participatory. We work from the explicit assumption that communities of color are the experts of their own experiences and have the right to research, the right to know, the right to be seen, and the right to be heard.

The first phase of this study is an environmental scan conducted between July and October 2020. The purpose of the scan is to establish baseline knowledge about county-wide diversity, equity, and inclusion (DEI) efforts; how communities of color are being engaged throughout the county; a preliminary sense of the needs, challenges, and strengths of communities of color; and an initial understanding of the racial and ethnic demographic makeup of the county. This report provides details about lessons learned from the environmental scan phase of this research.

The goals of this four month-long environmental scan include:

- Identifying organizations and leaders that represent and organize communities of color in the county.
- Recognizing diversity, equity, and inclusion efforts, trends, and occurrences within various government entities throughout the county.
- Documenting factors such as demographics, public policy, labor markets, housing, education, civic life, and other areas of interest that affect the quality of life for communities of color in Clackamas County.
- Connecting and helping build relationships between the County Equity and Inclusion Officer and community-based organizations and leaders serving Black, Indigenous, and People of Color (BIPOC) communities in the county.
- Assessing and analyzing current CCC connections with Clackamas County, including partners, constituents, and activities.

These goals were achieved by collecting and analyzing a wide range of data from primary and secondary sources. Primary data was collected through surveys, listening sessions, and town halls. Secondary data was collected through administrative datasets, including data from the Census and American Community Survey (ACS); official government data dashboards, documents, and publications; websites and social media; reports from community-based organizations; and news coverage. For more details about the data sources used in this report, see Appendix I.

The knowledge generated in this environmental scan will inform the broader multi-year study by shedding light on which actors (public, nonprofit, business, schools, etc.) in the county are engaging with communities

of color, what disparities exist concerning communities of color in the county, and what kinds of systems, data collection strategies, policies, and programs exist to address these disparities. Drawing on this knowledge, the next phase of the project will entail assembling a steering committee of community stakeholders to guide the research process, including developing research questions and strategies for data collection, analysis, and dissemination. This research process, which is grounded in the lived experiences of communities of color, will contribute nuanced understandings of and data about community-based needs, challenges, strengths, and solutions that can inform decision-making and policy solutions.

The success of this research depends on the investment of resources, both in terms of time and funds, by multiple stakeholders, including City and County stakeholders, and community members. From the perspective of City and County stakeholders, this research will provide public agencies with in-depth information centered on community data that can profoundly shape the way governments and other public agencies serve communities of color in Clackamas county.

POSITIONALITY OF RESEARCHERS

Dr. Andres Lopez and Dr. Mira Mohsini, the authors and primary researchers, are trained in cultural sociology and cultural anthropology. Andres identifies as a second-generation Cuban American and a queer man of color, and Mira identifies as a second-generation South Asian American and queer woman of color. Our lived experiences and our academic training shape how we make meaning of data, what data we identify as valid and trustworthy, and the choices we make about how to analyze and report on data. We are stating our positionality to model a challenge to dominant ways of doing research, which presume that the researcher is a neutral and objective investigator. We recognize that all knowledge, even knowledge gleaned from numbers, is situated within cultural, historical, and political contexts that are never neutral. We recognize that all knowledge comes from some sociocultural position and often from a place of power. Transparency and clarity about researchers' positionality further validate research and data. Researchers must be honest about what influences how they approach the work, the unique lens they bring, and their process of attempting to reduce bias in their work instead of purporting that their research and data is entirely objective. Claims of objectivity demonstrate a lack of understanding of how power and research shape one another.

We view our unique identities as offering valuable perspectives that frame this research. Our disciplinary training and lived experiences have oriented us towards respecting and valuing the knowledge, expertise, and wisdom of communities of color. Too often, this knowledge – this community data – is dismissed as anecdotal and not trustworthy enough to be considered by governments in decision- or policy-making capacities. As queer researchers of color, we deeply understand how systems of oppression, including research, can silence and erase already marginalized voices and experiences while centering dominant one, mostly from white folks in the case of Oregon, as valid and objective. Our research approach is driven and informed by these voices, experiences, and understanding of power. This report is a reflection of these values.

A NOTE ABOUT TERMINOLOGY

Throughout this report we differentiate between “Clackamas county,” the geographic region, and “Clackamas County,” the government employer and institution. We also interchangeably use the terms “communities of color” and “BIPOC communities,” an acronym for Black, Indigenous, and People of Color.

SETTING THE TABLE: WHY DO THIS NOW?

The story of Clackamas county often begins with a statement about how the county is overwhelmingly white. Indeed, the racial and ethnic demographics support the statement. According to the American Community Survey (ACS), the estimated percentage of the population in Clackamas county that identifies as “White Alone” is 81 percent. Despite the overrepresentation of people who identify as white in the county – Oregon’s “White Alone” population is 74 percent – this seemingly harmless statement produces the effect of invisibilizing communities of color. It makes invisible the needs and challenges that communities of color experience while working, raising families, accessing services, and participating in civic life in the county. It also minimizes and marginalizes the strengths and solutions that BIPOC folks bring to their communities and the broader county.

The racial and ethnic make-up of Clackamas county, presented in Table 1 in the “Demographics and Data Note” section below, indicates that BIPOC communities are essential constituencies in the county. Compared with statewide trends, demographic trends in Clackamas county point to higher rates of growth for communities of color. BIPOC folks in Clackamas county are our neighbors, colleagues, teachers, children, and business owners. Communities of color live across the county, from urban Milwaukie to the rural hamlet of Mulino, and contribute in many ways to the well-being of communities and civic life. Due to systemic racism and the legacy of exclusionary policies and practices, communities of color also face specific challenges with access to resources, services, and opportunities. Rates of poverty, for instance, are disproportionately higher for all communities of color in the county (see Table 2 in “Demographics and Data Note”).

Clackamas county, like the nation itself, is in a critical moment defined by compounding crises, including COVID-19, incidents of discrimination and harm towards Black and brown people by public safety, and mounting evidence that climate change contributed to the devastating wildfires in the county. What has become clear is that these crises disproportionately affect communities of color (see Table 3 in “Demographics and Data Note”).

Clackamas County government and many cities throughout the county have demonstrated their commitment to racial equity by expanding their work and investing resources into DEI efforts. These efforts indicate that the needs, challenges, and strengths of communities of color are being recognized and strategies are being developed to meet those needs. At the County level, an internal survey of Clackamas County employees was conducted during the fall of 2019 to assess the varied perspectives on diversity and equity within the government. Out of 680 employees who completed the survey (predominantly white folks; 17 percent BIPOC; 8 LGBTQ+), the results suggested that the County is doing a satisfactory job of creating a welcoming environment and that employees are committed to providing equitable service delivery by reducing barriers to inclusion. However, BIPOC employee narratives in the survey and internal listening sessions expressed concerns about needing more workforce diversity, greater clarity around the County’s DEI vision and plans, and more education and accountability around implementing racial equity. Many of these findings resonate with community members’ perspectives when asked how the county could be a more welcoming place to live during external listening sessions, town halls, and in the community survey disseminated for this scan. Details of community perspectives, provided by folks who identify as BIPOC and white allies, are presented in Part V of this report.

In addition to the internal survey conducted in 2019, the County recently created the Office of Equity and Inclusion and hired three full-time staff members. The Office is tasked with “ensuring the County’s core values of equity, diversity, and inclusion (EDI) is embedded throughout all aspects of the County’s workforce, programs, and services.” To that end, the Office’s internal priorities aim to address ways that the County can embed equity, diversity, and inclusion throughout the agency. These efforts include workforce training and education, establishing recruitment and hiring practices to build a more diverse workforce, creating a sense of community and connection (particularly for marginalized employees), improving retention practices and processes, and providing a clear structure for workplace concerns. What happens within the sphere of government directly impacts what resources, services, and opportunities are available to communities and to what degree they are accessible. Clackamas County’s EDI efforts, which are discussed in more detail in this report, indicate a clear and growing need to understand, address, and advance racial justice in the county.

LAND ACKNOWLEDGEMENT

A land acknowledgement is more than a statement. It is about recognizing the past, present, and future of Indigenous flourishing, survival, and erasure on the land we now know as Clackamas county. It is about acknowledging the histories of genocide and stolen land, the continuing colonization of these lands, and Indigenous communities’ resilience on these lands. It is about being aware that Clackamas county has a long and rich history of BIPOC communities’ contributions. It is about challenging the narrative that Clackamas county is a white county.

“Present day Clackamas County is located on the traditional village sites of the Multnomah, Wasco (Wass-co), Cowlitz (Cow-litz), Kathlamet (Cath-la-mitt), Clackamas, Bands of Chinook (Cha-nook), Tualatin Kalapuya (Cal-ya-poo-ya), Molalla, and many other tribes who made their homes along the Columbia and Willamette Rivers. Let us also acknowledge the robust Native community made up of tribal diversity that originates from around the country and whose journeys have brought them to the Portland Metro Area byways of forced displacement or seeking opportunities. Today, these same communities celebrate their heritage, showing resilience and tenacity that would be greatly admired by their ancestors.”
(Acknowledgement by the Native American Youth and Family Center and CCC.)

DEMOGRAPHICS AND DATA NOTE

One of the environmental scan goals is to begin contextualizing the everyday lives of BIPOC communities in Clackamas county using both qualitative (words) and quantitative (numbers) data. The majority of this report focuses on qualitative data. One reason for this is because quantitative data on BIPOC communities is not always available or reliable. When data is not available on race/ethnicity, this typically indicates that race/ethnicity questions were omitted from a study, or that non-white communities were inadequately engaged during data collection resulting in unreliably low numbers. When data on race/ethnicity is collected and at least somewhat representative of BIPOC populations, it often uses umbrella categories like Asian to represent hundreds of communities. These larger racial categories are unreliable because they do not speak to communities’ specific experiences, such as differences between Chinese and Cambodian communities’ lived realities, promoting false shared experiences of those in that group. Lastly, data collection techniques nearly always fail to capture a representative sample of folks from each race/ethnicity category and generalize findings from a few folks in a specific population as the larger group’s dominant experience (e.g., 25 Pacific Islanders surveyed speaking for the entire state’s Pacific Islander population of 34,000). This is not to say that quantitative data is always inaccurate or unuseful. Still, it often – particularly when it comes to BIPOC

communities – lacks generalizability (one goal in quantitative statistical analysis) of specific populations and can be harmful if presented without context.

With these caveats and limitations in mind, we present available quantitative data about BIPOC communities in Clackamas county to offer some framing around the size and proportionality of those broader race/ethnicity categories (see Table I).

Table 1. Clackamas County Demographics by Race/Ethnicity

Adapted from American Community Survey, Table DP05, 2018 5-Year Estimate	Estimate	% Total (Estimate)
Clackamas County - Total Population	405,788	100
Identifies One Race Only	390,402	96.2
Identifies Two or More Races	15,386	3.8
Identifies as White Only	357,240	88
Identifies as Black or African American Only	3,753	0.9
Identifies as American Indian or Alaskan Native Only	3,054	0.8
Identifies as Asian Only	17,046	4.2
Identifies as Native Hawaiian & Other Pacific Islander	1,189	0.3
Identifies as Some Other Race	8,120	2
Hispanic or Latino (of any race)	34,659	8.5

We use the term “framing” intentionally here as these data can help us, with limited specificity, begin to make sense of the percentages of different BIPOC populations in the county. As research has shown, it is a frame because BIPOC populations are often undercounted in administrative data sets like the Census. According to ACS data above, approximately 18.7 percent of Clackamas county residents identify as a race other than white, multiracial, some other race, or Latinx.

Another example of how quantitative data can frame our understanding of different realities across populations is by comparing one indicator, such as income, to make a case for specific programmatic strategies. For example, the County uses poverty data to draw conclusions about the level of needs of different BIPOC communities and measure the success of their social services (see Table 2). However, besides the limiting factors of this data mentioned above, poverty data singularly orient folks to thinking about BIPOC folks as only being defined by deficit and need. To be clear, while these data are important indicators for understanding the broader context in which many BIPOC communities exist, we recognize that it is systemic racism that produces the conditions reflected in these data, and not the individual failings of BIPOC folks that results in higher poverty rates.

Table 2. Clackamas County Poverty Data by Race/Ethnicity

Adapted from American Community Survey, Table S1701, 2018 5-Year Estimate	N	Percent Estimate
Clackamas County for Whom Poverty Status is Determined	402,449	100
Below Poverty Level - Total	34,195	8.5
Total Population - White Alone, not Hispanic or Latino	331,471	*
Below Poverty Level - White Alone, not Hispanic or Latino	24,736	7.5
Total Population – Black or African American Alone	3,643	*
Below Poverty Level - Black or African American Alone	563	15.5
Total Population – American Indian and Alaska Native Alone	3,019	*
Below Poverty Level - American Indian and Alaska Native Alone	627	20.8
Total Population - Asian Alone	16,871	*
Below Poverty Level - Asian Alone	1,639	9.7
Total Population - Native Hawaiian/Other Pacific Islander Alone	1,181	*
Below Poverty Level - Native Hawaiian/Other Pacific Islander Alone	146	12.4
Total Population - Some Other Race Alone	7,987	*
Below Poverty Level - Some Other Race Alone	1,178	14.7
Total Population - Two or More Races Alone	15,337	*
Below Poverty Level - Two or More Races Alone	1,861	12.1
Total Population - Hispanic or Latino Origin (of any race)	34,213	*
Below Poverty Level - Hispanic or Latino Origin (of any race)	5,147	15.0

Since the beginning of the coronavirus pandemic in early 2020, the data has clearly shown that the virus disproportionately impacts BIPOC communities (see Table 3). The data on poverty presented above can provide insight into the disproportionate rate of COVID-19 cases in BIPOC communities.

Table 3. Clackamas County COVID-19 Data by Race/Ethnicity¹

	Clackamas County 2018 ACS 5-Year Population Estimate		Clack. Co. COVID-19 Cases		Clack. Co. COVID-19 Deaths		Clack. Co. COVID-19 Hospitalizations	
All	405788		3477		68		278	
White	357,240	88.04%	2062	59.30%	47	69.12%	175	62.95%
Black/African American	3,753	0.92%	38	1.09%	0	0.00%	2	0.72%
Asian	17,046	4.20%	129	3.71%	4	5.88%	11	3.96%
Pacific Islander or Native Hawaiian	1,189	0.29%	26	0.75%	0	0.00%	1	0.36%
American Indian/Alaskan Native	3,054	0.75%	26	0.75%	0	0.00%	2	0.72%
Multiracial	15,386	3.79%	59	1.70%	0	0.00%	1	0.36%
Other/Unknown	8,120	2.00%	314	9.03%	13	19.12%	13	4.68%
Hispanic	34,659	8.54%	823	23.67%	4	5.88%	38	13.67%
BIPOC Totals	75,087	18.50%	1101	31.67%	8	11.76%	55	19.78%

A significant risk factor for contracting the virus is economic insecurity, and BIPOC folks are more likely to hold lower-wage jobs where working from home is not an option. While the data presented in Table 3 is incomplete and suffers from many of the limitations discussed above, it clearly illustrates the disparities. The data shows that “Hispanic” populations in Clackamas county are almost three times as likely to contract COVID-19, Pacific Islander and Native Hawaiian people are twice as likely to contract COVID-19, and BIPOC communities overall are twice as likely to contract COVID-19. The disparity is even starker when we see that BIPOC populations makeup over 30 percent of all COVID-19 cases in the county but are only 12 percent of the population.

With these considerations in mind, we like to think of quantitative data as an important tool for framing the broader context that informs BIPOC experiences, but it is not the only tool that can make sense of complex social and cultural structures that shape everyday life. Our hope here and in future research in these areas is to demonstrate the power of qualitative data to help make sense of quantitative data. A detailed discussion of this approach is not the central purpose of this report. However, it is a strategy we adopted to present data in this report, which centers the words and narratives of BIPOC community members that are often missed by the numbers.

MAPPING BIPOC-SERVING ORGANIZATIONS IN CLACKAMAS COUNTY

One goal of this environmental scan is to understand what organizations, including community-based organizations, government agencies, networks, and coalitions, serve BIPOC populations in Clackamas

¹ COVID-19 Regional Data Dashboard: <https://multco.us/novel-coronavirus-covid-19/regional-covid-19-data-dashboard>, accessed November 11, 2020.

county. A database was created to keep track of these organizations and categorize them according to whether they are culturally specific and based inside or outside the county (for more details about the database, see Appendix I). We found 28 culturally-specific organizations that operate in Clackamas county and 49 culturally-specific organizations that provide Clackamas county services but are located outside the county. The remaining 87 organizations that we identified in this scan are not culturally-specific. We mapped each organization based on addresses publicly available online to make sense of the county's spatial distribution of services (see Map 1).

Several organizations represented by red pins (indicating not BIPOC specific and based outside the county) are mapped inside the county. These are often larger organizations like health care systems that may have a branch or office inside the county. However, because they are not considered rooted in the county, they have been categorized in our database as located outside the county.

The main takeaways from this map include:

- Fewer culturally-specific organizations are located in Clackamas county than in Multnomah county
- Most culturally-specific organizations in the county are located in urban areas
- Communities of color in rural areas of the county must travel a great distance to receive services and support

The main takeaways from the 28 culturally specific organizations that operate in Clackamas county include:

- The top four areas of work for these organization are in Education (8), community-centered alliances, taskforces, and movements (6), faith/religious groups (3), and social services (3)
- The top four areas of the county these organizations serve: countywide (11), Tualatin (3), Lake Oswego (3), and Canby (3)

Note: We use organizations loosely here, referring to organizations in addition to businesses, networks, councils, taskforces, and community efforts that specifically support BIPOC communities.

Map 1. Community-based Organizations, Government Agencies, Networks, and Coalitions Serving BIPOC Communities in Clackamas County



A TIERED APPROACH

Identifying perspectives that can shed light on the varying dimensions of BIPOC experiences in Clackamas county is one of this environmental scan’s main objectives. A critical part of understanding these dimensions is learning about local government efforts to approach and address issues about diversity, equity, and inclusion (DEI). Gaining perspectives on how local governments, especially cities, across the county are engaging with these issues captures an array of information and data that can tell us how far along different jurisdictions are when it comes to addressing racial inequities and disparities. City-level perspectives give us a more granular picture of where the gaps, limitations, strengths, and opportunities lie and ultimately give us a better sense of where in the county BIPOC communities are more underserved and need greater support, resources, and investment.

To this end, we engaged cities and other local government entities across the county to learn more about how they are approaching DEI work. We asked City electeds and other government representatives to provide us with written responses to a set of questions (see Appendix III for the list of items). We then followed up with several cities to interview their city managers. The findings presented in this section reflect the data from the written responses and our conversations with city managers. For more details about these data sources, see Appendix I.

The data demonstrates that cities are at different points in their racial equity journey. It is also clear that all the cities and government entities we engaged are committed to going through this journey and that no city has it all “figured out.” To distinguish the different points at which local governments are in their racial equity journey, we use a three-tiered approach. In this tiered framework, we do not identify which cities and agencies are situated in each of the tiers – we certainly do not want to promote any sense of “shame” for those starting their racial equity journey. Instead, we intend to summarize a broad set of shared experiences that define each tier and recommend the next steps to advance government-led DEI efforts.

Tier One: Unclear about DEI Needs

Cities and other government entities in this first tier are at the beginning of their racial equity journey. People in leadership positions are starting to interrogate what racial equity means for their communities and public institutions. Government employees may be aware of other communities doing DEI work and recognize that “this could be a good thing.” However, there has not been much dialogue internally with employees or externally with community stakeholders, and therefore there is less urgent pressure to engage in DEI work. There is a lack of clarity about DEI needs and a perception that there is less public pressure for the government to be accountable for this work. As such, governments in this tier do not have formal or informal structures in place to begin these conversations.

To gain more clarity about DEI needs, local government entities in this tier can:

- Develop an internal employee engagement process, including tools such as surveys and listening sessions, about perceived gaps, needs, and strengths.
- Develop an external public-facing engagement process through community listening sessions for city leadership to gain a baseline understanding of the challenges, strengths, and everyday experiences of BIPOC constituents.

- Engaging the community to form a community-based advisory group to provide DEI priorities and recommendations.

Tier Two: New to the Racial Equity Journey

Cities and other government entities in this second tier have begun their racial equity journey. They realize that a plan for DEI is needed but may be new to many of the concepts and processes required to implement a DEI strategy. Cities in this tier are responding to internal and community pressure to address racial injustices. Externally, the impetus to address DEI may have been catalyzed by already existing tensions in the city, or by the more recent uprisings for racial justice following the murder of George Floyd in May 2020 (or both). Internally, employees, including leadership, may decide that some formal strategies and structures need to be implemented to ensure that a culture of inclusivity is being fostered. To this end, local governments in this tier may have informally identified staff members and a community-based team to lead these efforts, such as reviewing policies and practices, organizing listening sessions, and working to develop DEI goals and measurable metrics for progress.

To advance in their racial equity journey, local government entities in this tier can:

- Formalize and dedicate resources to hiring permanent, full-time positions to lead DEI efforts internally and externally.
- Commit resources to provide staff members with DEI training so that there is conceptual clarity around racial equity.
- Begin developing short- and long-term strategic plans for applying a racial equity lens to policies, practices, budgets, and services within the government.

Tier Three: Resourced and Growing

Cities and other government institutions in this third tier have a well-established track record of developing short- and long-term visions for DEI in their jurisdiction, as well as committing resources to implement DEI goals. Local governments in this tier have responded to demands and pressure from community members and recommitted to racial equity in the wake of the uprisings following the murder of George Floyd. Consequently, tier three entities have created or have plans to develop full-time DEI positions and have formalized DEI task forces and committees to guide and advance the work. Also, these efforts have buy-in from people in leadership positions. Processes for internal employee engagement and external community engagement are resourced, such as regular listening sessions, town halls, and focus groups. Other engagement tools, such as surveys, are used to gather input and feedback from employees and community members. Entities in this tier have conducted or are well-placed to conduct audits of internal policies and practices using well-developed racial equity lenses. Training and other educational opportunities are regularly offered.

To continue advancing racial justice, local government entities in this tier can:

- Build networks with other cities and government agencies engaged in this work to coordinate DEI efforts across jurisdictions and create “communities of practice.”
- Continue providing educational opportunities for staff (e.g., training, “Learning Labs,” affinity groups, book clubs, etc.).
- Invest in public-facing communication strategies to inform constituents about racial equity efforts and outcomes.
- Invest in independent equity audits that can evaluate DEI work.



Sunrise over Willamette River in Oregon City. Photo Credit: Provided by the County.

PART V: TOP AREAS OF CONCERN AND TAKEAWAYS

How do Clackamas county residents, and those who work in the county, articulate their experiences of race, racism, diversity, inclusion, and belonging? In this section, we want to provide space for the voices of people who live and work in Clackamas county. Here we present those who speak to the myriad of everyday lived experiences of communities of color from people who identify as BIPOC and those who identify as white. We view these perspectives as valid and reliable data that provide us with a more nuanced and complete picture of the top areas of concern expressed by those connected to Clackamas county. We also provide readers with the main takeaways and what can be learned from these data.

To present a complete picture, we gathered and analyzed hundreds of narratives and stories from people who shared their experiences in surveys and listening sessions and town halls hosted by County officials (for more details about these data sources, see Appendix I). What emerges from these data is a set of specific areas of concern repeatedly discussed across forums. The six areas of concern that identified include:

- I. Representation and Leadership
- II. Education and Training
- III. BIPOC-Informed Policies
- IV. Access and Services
- V. Community Outreach and Multilingual Communications
- VI. Community Support and Connection

Each area of concern listed above is introduced with some context and then broken down into several specific thematic areas. These thematic areas were uplifted by the narratives and stories of BIPOC folks and white allies. We present these narratives and stories as direct quotes and some details about the speaker while omitting information that may be personally identifying. Voicing BIPOC experiences is crucial for better identifying, understanding, and addressing areas of greatest need and opportunity for a county that hosts diverse communities of color.

I. REPRESENTATION AND LEADERSHIP

“[BIPOC people need] more than a seat at the table, let’s head the table.” (Speaker identifies as African American. Forum: Community survey)

Reviewing the data from surveys, listening sessions, and town halls clarifies that many people connected with Clackamas county recognize a lack of BIPOC representation in leadership positions, power, and decision-making throughout the county. The areas where BIPOC representation and leadership are most noticeably lacking include County and City offices and public school administrations. Community members voiced several strategies and recommendations to ensure that Clackamas county institutions are more representative of the needs and concerns of BIPOC communities.

Takeaway #1: Create an environment that is more welcoming and safe for BIPOC folks in Clackamas county. Time and time again, folks recounted stories of people in leadership positions failing to act in response to reported incidents of racism and other inequitable practices. Failure to act, whether by ignoring, dismissing, or not believing the experiences shared by BIPOC folks and white allies, may not necessarily come from a place of malice, but rather from a genuine lack of understanding of, and therefore empathy for,

BIPOC experiences. These leadership failures were explained partly because of the lack of representation of BIPOC voices and experiences in these positions of power.

“Canby, I am told, has one of the highest populations of Latinx folks in Clackamas County. It is also quite rural and quite conservative. I hear there have been instances of racist bullying at the local schools (things about “go back to your country” and “building the wall”) and when youth have brought the issue to school administration nothing has been done.” (Speaker identifies as Mexican and white, and organizes Latinx communities throughout the county. Forum: Community survey)

“Several years ago, the Jennings Lodge/Candy Lane school moved to become a full Spanish immersion program. Members of the CPO [Community Planning Organizations] were angry and I listened to community members denigrate native Spanish speakers at a public meeting with no comment from leadership. I stood up at the meeting and tried to, and made my points and tried and tried to cite a corrective action. I was not supported by leadership and after the meeting I should have and I didn’t follow up with leadership and hold them accountable for what they allowed...I cannot imagine had anybody been a person of color at that meeting how that would have felt, how they would have felt welcome. That is a direct arm of the County so one of the specific things that I would like to see moving forward is, as we talk about what the County is going to do and how diversity efforts are going to move through County offices and so forth, I’d like to see that extended to all of the branches, including the volunteer branches the CPOs, the hamlets, and every part that’s under the County umbrella because that shouldn’t have happened and I should have done more and I didn’t.” (Speaker did not identify. Forum: Town Hall on Race Issues in Clackamas County held on Wednesday, August 19, 2020)

“I have lived in Oregon City since 2016 and while I enjoy many things about the area, I have sometimes felt the urge to move somewhere more diverse and welcoming. I sometimes feel unsafe and not welcomed because of things like Confederate flags in my neighborhood and on trucks along McLoughlin on my way to work; reading the covenant in the deed to the house my wife and I bought the day we moved in saying no person of color was allowed to live here; the graffiti with the N-word (misspelled) at a park nearby. At the same time, I know not every part of Oregon City and Clackamas County are like that, and I often feel more comfortable in places like Canby, where there are more people that look like me.” (Speaker identifies as Central American. Forum: Community survey)

“We need the County to invest in programs that result in more contracting with small businesses run by underrepresented groups. We need to look at our recruitment and hiring practices and be willing to invest in strategies that bring more diversity to the Clackamas County workforce, since having diverse voices involved in decision making actually results in better decisions being made. We need the County to invest in art and cultural events that can be used to lift up unheard voices and share their stories. We need the County to lead with an equity lens first, and not as an addendum once decisions have already been made. I would recommend the Commissioners review the policy demand section of the Reimagine Oregon project, as they have listed a number of policies and programs that our County could consider to help address these and many other issues to improve equity and diversity in our county.” (The speaker identifies as African American. Forum: Town Hall on Race Issues in Clackamas County held on Wednesday, August 19, 2020)

Takeaway #2: Create cultures of inclusivity and respect. Many reflected on how dominant norms create cultures in workplaces, schools, and other institutions where BIPOC folks feel marginalized, overworked, and pressured to conform. Cultural shifts towards greater inclusivity and respect entail nurturing and supporting people with different racial, ethnic, and cultural backgrounds rather than consistently forcing them to comply with dominant cultural expectations. These cultural shifts can be best realized when people in leadership positions lead with these values.

“I continue to see people of color (specifically bilingual staff) be overworked and asked to do unrelated job duties to serve Spanish speaking clients, who have limited representation in Clackamas County. I see departments full of the dominant culture and no room for growth for people of color. It’s very sad to say that the solution is to ‘comply’ and lose your cultural identity in order to gain success in a county/world that is run by the dominant culture.” (Speaker identifies as Mexican. They recounted their experiences of growing up in Clackamas county and having to resort to violence as a way to defend themselves and their peers of color who were racially harassed at school. This respondent is currently working in the county. Forum: Community survey)

“It is painful to live in an institution where you have to deal with whiteness every day. There are talks about how to change things but to the extent of white comfort. We need to give more power to POC [people of color]. County leadership needs to be held accountable. Make sure that conversations go beyond white comfort and fragility.” (Speaker did not identify. Forum: Listening session for Clackamas County employees held on June 18, 2020)

“I think this is an opportunity for Sandy to demonstrate to leadership to do some things very right in being proactive, but also leadership in the sense of we can’t change people’s hearts... We can’t say stop hating people, you can’t legislate that out of people, but what we can do as a city and especially you as City Councilors and city leaders is demonstrate the values and the practices that show people there’s a better way, because there are going to be people who foster that hatred in their heart or have those biases that may not come out at all times, but we really want to make other people feel comfortable in growing and going forward. I would love to see Sandy be at the forefront of that and not just watching other people do it and making superficial changes.” (Speaker did not identify. Forum: Sandy City Council Listening Session on Racism, July 7, 2020)

Takeaway #3: Diversify the workforce, including leadership positions. To ensure welcoming and safe environments for BIPOC folks and create cultures of inclusivity, many people voiced their support for diversifying the workforce.

“We need a person of color to run for County Commissioner [sic]. We need more persons of color leading our criminal justice systems. We need more persons of color leading major departments within Clackamas County. We need our commissioners to state their commitment to reducing [racist] behaviors. I have written to the county commissioners and [Sheriff’s Office] complaining about various racist actions (most recent was the Clackamas County [Sheriff’s] and [Oregon State Police’s] support of the Trump rally caravan to downtown Portland) and they never respond.” (Speaker identifies as Hispanic and Latinx. Forum: Community survey)

“Hiring more people of color across the board in the county’s organizations and businesses, including (and especially) in leadership roles.” (Speaker identifies as Columbian American. Forum: Community survey)

“We are hiring to be more diverse. I want to know if all interviews are being asked EDI [equity, diversity, inclusion] questions and if the panel is diverse. Once people are hired, how is the management going to ensure that people feel safe?” (Speaker did not identify. Listening session for Clackamas County employees held on July 29, 2020)

II. EDUCATION AND TRAINING

“Continuous education for those in power.” (Speaker identifies as African American. Forum: Community survey)

“[S]upport and promote research on the history of racial exclusion of people of color and the genocide of [I]ndigenous peoples in the county and begin telling and highlighting the stories of communities of color in the area, from pre-colonization times until today.” (Speaker identifies as a Central American. Forum: Community survey)

The need for more education and training related to DEI was a significant part of the data collected through narratives, stories, and testimonials from community members. BIPOC folks and white allies often connected the inaction they experienced by those in leadership with the need for more education on anti-racism, Oregon’s white supremacist history, anti-bias and cultural sensitivity, and the long histories of BIPOC folks living in the region as a counternarrative to the pervasive erasure of these histories (especially Black and Indigenous histories and legacies in the county and region).

Takeaway #1: Education and training on racial justice in schools. Many expressed their concern about public schools in Clackamas county being places where racism is unchecked. The need to teach a diverse and inclusive curriculum in schools was regularly mentioned as a high priority area. Many BIPOC-identifying community members shared the impact on themselves and their children when seeing hate symbols like the Confederate flag in schools. Some suggested that better education about racial injustice – starting early on – would help students, teachers, and administrators become aware of the history of racism and why these kinds of symbols create an environment of fear and anxiety for many communities of color.

“Teach a more diverse and inclusive curriculum in the schools beginning with grade school. Better training for the police to deescalate situations, especially when interacting with POCs [people of color].” (Speaker identifies as Other Black and Other white. Forum: Community survey)

“Students at the high school don’t understand what this symbol [the Confederate flag] means and don’t understand the actual history of this symbol. I hope that beyond just the removal of this symbol, there can be an effort on the part of the school board and these wonderful students that are coming together to push back against this, to change some of the education that’s happening so that people can understand that this symbol is shameful and we should feel ashamed to display it because the ideas behind this symbol are incredibly violent and painful.” (Speaker did not identify. Forum: Sandy City Council Listening Session on Racism held on July 7, 2020)

“The [high school] is known for [racist] incidents and bullying – stricter guidelines and consequences when these incidents occur. Possibly some sort of education for offenders in the areas of bullying and racism?” (Speaker identifies as white. Forum: Community survey)

“Help the NCSD [North Clackamas School District] (Alder Creek MS and Rex Putnam HS especially) confront the systemic racism present in their curriculums, student cultures and teaching/administration policies” (Speaker identifies as African American. Forum: Community survey)

Takeaway #2: Opportunities for education, training, and conversations about racial justice for people in leadership positions and other employees. Many people discussed how trainings could foster a more inclusive and welcoming workplace. They felt that these trainings could provide a common language of understanding between white and BIPOC co-workers as well as provide tangible steps to address discrimination and bias.

“Continued training for leaders, including actionable, measurable steps to fight discrimination and bias. The same thing needs to happen for employers and employees in the county. At NAMI Clackamas I feel like I have hit a wall and need outside help in determining and implementing next steps. If I feel that way then I think other employers and nonprofits are having the same problems.” (Speaker identifies as white. Forum: Community survey)

“I’ve mentioned several times the need for cultural training. There’s a situation where I was placed outside of my supervisor’s office; I was not asked. It was actually traumatic for me when you come from a place where you are always watched. It felt like I was in a fish bowl. That training is going to be very important. We need to understand culture and what affects people. It’s like having been a war zone. If you’re not in a person’s shoes you can’t understand. If my management understood how it felt and traumatized me. But they didn’t. Cultural diversity training will help us understand.” (Speaker identifies as African American. Forum: Listening Session for Clackamas County employees held on July 29, 2020)

“Challenging conversations in County trainings where emotions were relevant, also within my team. I would like to encourage more of that but also to know that County is a safe place to have those conversations, and bringing this up isn’t going to get you a mark in your personnel file.” (Speaker did not identify. Forum: Listening Session for Clackamas County employees held on July 29, 2020)

“I think there needs to be mandatory diversity training for people working with people of color in any capacity and mandatory conversations about how their actions and words can contribute to how communities of color live. People need to be held accountable for their hate speech and talked to from leaders in the community stating that their offensive language will not be tolerated in this community.” (Speaker identifies as Mexican, Hispanic, and Latinx. Forum: Community survey)

“Education, education, EDUCATION. In the school, in the place of work. Remove symbols of hate. Observe, allow to observe and normalize other traditions, holidays, celebration...” (Speaker identifies as Other Hispanic or Latinx and Western European. Forum: Community survey)

“We all have to look at ourselves and say what am I doing how am I being culpable, even as a mom of a biracial kid. I’m white and there’s times that I probably downplay what’s happening to her and so we have to ask ourselves those hard questions. We have to put policies in place but mostly it’s about discussion/ It’s about education. It’s about learning and being willing to grow and that comes from these sessions. That comes from leadership. That comes from people saying, you know, I made a mistake and I did something wrong and this is how I can do better” (Speaker did not identify. Forum: Town Hall on Race Issues in Clackamas County held on August 19, 2020)

III. BIPOC-INFORMED POLICY

“Identify, empower, and engage civic and community leaders of color in the process to determine what we want and need.” (Identifies as Black/African American. Forum: Community survey)

Another area of concern reflected in multiple data sources was the need for government policies to be informed by the knowledge and experiences of communities of color in the county. Creating and implementing policies that are informed by BIPOC perspectives entails developing strategies for meaningful community engagement and providing spaces and forums where BIPOC voices can be uplifted. The uprisings for racial justice following the murder of George Floyd certainly catalyzed the County and many local governments throughout the county to hold listening sessions and town halls to gather these data points. While these events are needed and can be a productive way for public officials to hear from their constituents, there were also concerns that these events would not result in concrete action plans of proposed relevant strategies. For BIPOC-informed policy to become the norm rather than the outlier or exception, government agencies must also ensure that BIPOC representation is realized at all decision-making levels and especially at leadership levels. As one respondent to the community survey stated, BIPOC folks need “more than just a seat at the table, let’s head the table.”

Takeaway #1: Engage and ask BIPOC folks about their needs and solutions. People expressed a desire for meaningful involvement in the processes of policy-making. Many folks also said how critical it is for a racial equity lens to be applied to all policies, programs, and plans from their very inception through to their implementation. A significant part of applying a racial equity lens means ensuring that BIPOC folks are at the table when decisions and plans are being made that directly impact them and provide space for BIPOC folks to shape, early on, the content direction of programs and policies.

“Identify, empower, and engage civic and community leaders of color in the process to determine what we want and need.” (Speaker identifies as African American, and has been an educator in Clackamas county for over 30 years. Forum: Community survey).

“Ensure that all government officials are incorporating racial lens practices/plans/policies and ensure that the voices of people of color are uplifted in their communities. Ensure that people of color have representation within government positions. Empower people of color to speak up and not be afraid/harassed for speaking up.” (Speaker identifies as Mexican. Forum: Community survey)

“Policy changes – curious about how employees will be involved in revising policy.” (Speaker did not identify. Forum: Listening session for Clackamas County employees held on July 29, 2020)

“Policies/procedures that address racism so that staff of color have support when faced with racism on their job. Currently, our management do not have the skills to support a diverse workplace and are unable to see when white supremacy is in action. It is always in action.” (Speaker Identifies as African American and Other white. Forum: Community survey)

Takeaway #2: Create tangible action plans for proposed relevant changes. During the listening sessions, many BIPOC folks recounted personal and community experiences that reflected the difficulty of navigating systems and services that are not implemented with their specific needs in mind. Others provided tangible policy recommendations that could produce positive outcomes for communities of color in the county.

“I lived in Clackamas county several times in my life and as an indigenous person my experience was not one that made me want to return. I have also done advocacy work for several years with residents of Clackamas County as well as CHA and have encountered a frustrating lack of resources for people of color. Many past clients have expressed feeling discriminated against in attempts to find assistance, housing, or employment. Community services are hard to locate and hard to travel to as Clackamas county is large and public transport is very limited compared to Multnomah County.” (Speaker identifies as American Indian. Forum: Community survey)

“We need the County to invest in systems that provide public access to information in ways that the public can understand, with information provided transparently so that we, as a community, can hold people accountable for their actions and measure their progress. We need the County to invest in fair and affordable housing programs so that we can improve the rates of home ownership. We need the county to invest in job creation programs and policies that will encourage people from diverse backgrounds to come to work in Clackamas county.” (Speaker identifies as African American. Forum: Community survey)

IV. ACCESS AND SERVICES

“Clackamas County needs safe spaces for immigrants or refugees, more stable-affordable-secure housing and transportation system, civilian oversight of policing, and universal access to home broadband.” (Speaker identifies as African American. Forums: Community survey)

Access to resources and specific services was another primary concern that came out of the various data sources. These concerns covered multiple areas such as housing, health care, transportation, internet, schools, and food. While these areas have some specific suggestions and needs, most folks talked about these areas broadly, listing concerns about existing services and those they wished Clackamas County provided. Many folks expressed a need for more general awareness of services for BIPOC folks and transparency around how they are conscious of and committed to anti-racist practices. One goal of advancing DEI efforts in the county is to better understand how to invest in specific communities to understand and address these inequities/disparities through access and services.

Takeaway #1: General concerns with a lack of knowledge of existing services. Various examples across the data sources, government, non-profit, and community members listed general concerns with social services, particularly around housing. These concerns were not paired with detailed narratives, but they still demonstrate the need for further support. Also, many folks talked about the overall lack of knowledge of existing services.

“Increased access to affordable and inclusive neighborhoods/housing, equitable healthcare, transportation access, safety, and affordability” (Speaker identifies as white. Forum: Community survey)

“Investment more in programs, services and policies that help eliminate racial disparities in health, education, income, and other factors” (Speaker identifies as Central American. Forum: Community survey)

“Clackamas county needs a better safety net system (health care, internet, shelters).” (Speaker identifies as White. Forum: Community survey)

“Invest in social services that are anti-racist and culturally specific.” (Speaker identifies as Native American. Forum: Community survey)

“First-time homeowners programs for individuals of color to become homeowners” (Speaker identifies as South American. Forum: Community survey)

“Invest more into social/mental health services with folks that are people of color running them or working at them.” (Speaker did not identify. Forum: Community survey)

“More awareness of services available to people of color” (Speaker did not identify. Forum: Community survey)

Takeaway #2: Assessing equity and addressing racially motivated incidents in schools. More specificity was provided to evaluate quality across different systems and programs, emphasizing racial injustice in schools and the allocation of resources.

“Conduct audits of existing programs, services and policies to search for opportunities to advance racial equity and to correct or eliminate those that perpetuate or exacerbate racial disparities.” (Speaker identifies as Central American. Forum: Community survey)

“Equitable resource allocation for school districts in county and addressing of racially-motivated incidents in schools.” (Speaker did not identify. Forum: Community survey)

“School administrators who listen to students, speak out against racism, and visibly support LGBTQ+ students.” (Speaker identifies as Mexican. Forum: Community survey)

Takeaway #3: Incentives for minority-owned businesses and workforce development. The final group of suggestions in this area of concern was around bolstering BIPOC-owned businesses and incentivizing the hiring of a more diverse workforce.

“Employment, business opportunities and trusting a person of color on their merits, not the color of their skin.” (Speaker identifies as African American. Forum: Community survey)

“[I]ncentives for POC businesses to move into the area.” (Speaker did not identify. Forum: Community survey)

“Opportunities to build economic capital within communities of color and opportunities for leadership development and investment within communities of color.” (Speaker identifies as white. Forum: Community survey)

“We need to bring in businesses that are owned and sell products specific to communities of color.” (Speaker identifies as white. Forum: Community survey)

“More support and advertising of businesses.” (Speaker identifies as Mexican. Forum: Community survey)

V. MULTILINGUAL AND MULTICULTURAL COMMUNICATIONS AND ENGAGEMENT

“Translation services should not be an afterthought. Listening sessions/town halls should be conducted in Spanish and other minority languages on a regular basis.” (Speaker identifies as Western European. Forum: Community survey)

Numerous folks across the county expressed concerns about the lack of communication and engagement in non-English languages across various domains. According to the ACS 5-year estimate data in Clackamas County, 50,569 residents speak a language other than English in the home. That is approximately thirteen percent (6 percent Spanish, 4 percent Asian and Pacific Islander languages, and 3 percent other Indo-European languages) of the county’s population who may not receive accurate, if any at all, meaningful life-saving information about public health, employment, housing, and emergencies like wildfire evacuations, to name a few. Further, residents explained that folks with varying cultural backgrounds should offer communications and engagement services – not just white Americans and Latinx folks. Examples of diversifying linguist and cultural communication and engagement include verbal, printed, digital, job announcements, city/county planning efforts, public forums like town halls/listening sessions, and social services.

Takeaway #1: Translation services across all domains. It is evident when engaging with non-English speakers that the County and its cities need to do more work on translating information on websites, public services announcements, and direct services. It is also crucial that translation is provided in languages beyond Spanish and Russian.

“There are just as many blue collar Asians working in the food and service industry as there are Latinx and other immigrant communities. The Vietnamese, Burmese, Cambodians, Thai, Japanese, Koreans, and Chinese immigrants are often silent and invisible, due to innate cultural values. In Clackamas County, there are more Vietnamese speakers than there are Russian/Ukrainian speakers, yet. Please check the school district to confirm this.” (Speaker identifies as Asian Indian. Forum: Community survey)

Takeaway #2: Multilingual and multicultural staff and support. Folks also noted the importance of multilingual and multicultural staff in agencies and organizations to provide direct services in a language that

community members understand. Often, communication through interpreters delays services, and interpreters are not experts in the provided services. Further, in organizations where multilingual folks work, it should be encouraged for non-English languages to be spoken instead of stigmatized through harassment, jokes, stereotyping, and ignoring. While having linguistic and culturally diverse employees is essential to connect with communities, these folks should not be asked to take on translation labor (e.g., translating documents or listening sessions) outside of their job description. Instead, translation professionals should be hired to do this type of work. Participants mentioned feeling unsafe going to HR or their union; instead, they said a safe space was needed to go with racism or discrimination issues where they do not have to fear retaliation or inaction.

“Equitable, timely and culturally appropriate and timely access to all health care, including behavioral health, provided by people who “look like them,” not just other white people who have been trained.” (Speaker identifies as Western European. Forum: Community survey)

“Be more open minded about county employees using other languages in order to reach our communities of color.” (Speaker identifies as Japanese. Forum: Community survey)

VI. COMMUNITY SUPPORT AND CONNECTION

“I have heard from students, colleagues, neighbors and friends of color that their lived experience in Clackamas county is very isolating and at times, unsafe physically and emotionally.” (Speaker identifies as white. Forum: Community survey)

“Clackamas county has a strong presence of overtly racist residents. We see rather intimidating Trump/Blue Lives Matter flag wavers every day in our neighborhood.” (Speaker identifies as Latinx. Forum: Community survey)

Many Clackamas County residents shared how either they or their neighbors do not feel welcome, as if this is a place for white folks only. Community members gave many solutions to address these concerns, such as centralized information around resources, community-specific gathering opportunities, cultural resources, advocacy, holidays, and foods. They also spoke about the county’s need to take more deliberate steps at addressing white nationalist symbols and rhetoric and taking a stance against ICE. Understanding and addressing these issues requires robust engagement with communities of color in the county to make clear the most pressing needs and long-term solutions.

Takeaway #1: Centralized community-specific resources and opportunities. With the concern of not knowing what services are available to BIPOC folks, one solution is to have centralized information or a location to bring deliberation or action issues. This could be a digital platform run by the County, community gathering officially recognized by the County for BIPOC folks to gather and share information, and organizations led by communities of color that are well connected. Overall, folks highlighted the need for more outreach and formalized resources and opportunities for BIPOC communities.

Takeaway #2: Cultural resources, advocacy, holidays, and food. Community members believed that more representation in the community means more places to shop, eat, connect, and enjoy entertainment.

“Establish a list of stakeholders, which the Racial Justice Subcommittee of ClackDems has started.” (Speaker identifies as white. Forum: Community survey)

“More ethnic, non-Western, restaurants...Maybe celebrate official days for certain communities (eg. Mexican Independence Day, India ____, Russian ____, etc.). Especially if there’s like a big ethnic supermarket, hosting a little celebration there would be cool.” (Speaker identifies as white. Forum: Community survey)

“School food programs could and should embrace the ethnicities of their populations and provide food that is familiar and comforting. Merely providing a single item from within the community would ‘normalize’ them...and make the non-dominant folk feel more at home.” (Speaker identifies white. Forum: Community survey)

“Clackamas County needs to get clear about its relationship with ICE and make that public so that immigrant communities aren’t afraid of asking for help with things like food, domestic violence and shelter needs.” (Speaker identifies as white. Forum: Community survey)

“A systematic effort to marginalize the white nationalists in our community.” (especially in Law Enforcement) (Speaker did not identify. Forum: Community survey)

“More social outreach for equity work in rural communities.” (Speaker identifies as Black. Forum: Community survey)

“More opportunities for gatherings to actually get to know people of color.” (Speaker did not identify. Forum: Community survey)

“More news that includes positive depictions of POC.” (Speaker identifies as African American. Forum: Community survey)

PART VI: RECOMMENDATIONS

The recommendations below come from an array of data sources collected over four months. This is not a comprehensive, community-led list of recommendations that would require considerably more community involvement and leadership over a more extended period to vet such findings. However, the list below can be considered a starting place for Clackamas County and its cities to begin formalizing short and long-term BIPOC community-centered strategies towards advancing racial justice.

Representation and Leadership

- Ensure that recruitment and hiring practices are intentional about diversifying the workforce and informed by equity.
- Build inclusive workplace cultures to nurture and provide support for people with different racial, ethnic, and cultural backgrounds.
- People in leadership positions should be publicly invested and committed to anti-racism.
- People in leadership positions should lead with DEI values and model equitable, inclusive decision-making.
- Be mindful of asking BIPOC folks, who are often already overworked, to contribute additional labor to compensate for the lack of representations (e.g., translation work).
- Invest in cultural events at the local level.
- Ensure that public contracting is equitable.
- An equity lens should be applied to all aspects of the work the County does, rather than being an afterthought.

Education and Training

- In consultation with BIPOC constituents, review public school curriculum to address racial biases.
- County and City governments to invest in racial justice/anti-racism trainings and educational content for leadership and other employees.

BIPOC-Informed Policy

- In collaboration with BIPOC constituents, develop racial equity plan/strategy at County and City levels.
- Create communications that reflect back to the community what was heard.
- Implement tangible action plans based on proposed changes articulated by BIPOC constituents.

Access and Services

- Community-informed, BIPOC-led/staffed social services.
- Communication campaign detailing BIPOC-specific services and support.
- County to clarify its relationships with ICE.
- Expanding and adding to first-time homeowner programs for BIPOC.
- Programmatic audits of existing programs to assess the perpetuating or exacerbations of racial disparities.
- Assessment of racially-motivated incidents in schools and policies to impose stricter guidelines and consequences of bullying and racism.
- Equitable resource allocation for schools, especially for those with large BIPOC populations.
- Incentives for BIPOC-owned businesses to move to the county and develop BIPOC workforce.

- Opportunities to build economic capital and leadership development within BIPOC communities.
- Support creating and sustaining county-specific community-based organizations.
- Advertising for BIPOC-owned businesses.
- Creating more opportunity for small business and lower-income housing which could be more attractive to BIPOC groups who are often pushed out of the area.

Multilingual and Multicultural Communications and Engagement

- Robust verbal, print, and digital communication plan that is multilingual and multicultural.
- Diversifying linguistic and cultural communication and engagement in job announcements, city/county planning efforts, public forums like town halls/listening sessions, and social services.
- Support and encouragement, instead of stigma, to speak languages other than English at work and for non-English speaking clients or constituents.
- Hire translation professionals instead of depending on multilingual employees to perform translation and interpretation labor outside of their job description.

Community Support and Connection

- Centralized location to bring BIPOC issues for deliberation or action.
- More community gatherings for BIPOC folks to socialize and organize.
- Establish a coalition of stakeholders and advocates to work on the issues that relate to racism in government and organizations (e.g., health care, housing, education, etc.).
- School administrators who listen to and support BIPOC and LGBTQ+ students and speak out against discrimination and violence students experience at schools.
- More cultural holidays, celebrations, appropriate food/nutrition services, and food stores.
- A systematic effort to marginalize the white nationalists in our community (especially in law enforcement).
- More social outreach for equity work in rural communities.
- More news and communication that include positive depictions of POC.

APPENDIX I: DATA SOURCES

Several approaches were used to gather information about communities of color in Clackamas county. These included

1. Conducting extensive online research to build a database of organizations serving, in some capacity, communities of color in the county
2. Disseminating an online survey in English, Spanish and Russian
3. Gathering written responses from mayors, city managers, and other public officials about Diversity, Equity, and Inclusion (DEI) work being done in various jurisdictions and following-up with interviews
4. Conducting qualitative analysis on listening sessions and town halls on race
5. Conducting a document review
6. Utilizing administrative data from the Census and American Community Survey to gain a broader picture of demographic profiles of communities of color in the county

The authors of this report, Dr. Andres Lopez and Dr. Mira Mohsini, also collected data and gained insight about communities of color in Clackamas county by attending virtual community events, such as convenings of the Leaders in Equity, Diversity, and Inclusion Council (LEDIC), town halls, city managers' monthly meetings, and a weekly standing meeting with the recently appointed County Equity and Inclusion Officer and her team.

Environmental Scan Database

Data were collected by conducting extensive online research on organizations that engage with communities of color in Clackamas county. These organizations were separated into the following categories:

- Culturally-specific organizations based in Clackamas county that engage with communities of color in the county
- Culturally-specific organizations based outside of Clackamas that engage with communities of color in the county
- Non-culturally-specific organizations based in Clackamas county that engage with communities of color
- Non-culturally-specific organizations based outside of Clackamas county that engage with communities of color

The database included 164 community-based organizations, businesses, government agencies, networks, councils, and other coalitions. Organizations were also categorized based on areas of work, such as faith, education, social services, health providers, youth services, workforce development, arts, business, and DEI work. Outreach was conducted with 64 of the organizations included in the environmental scan database.

Community Survey

Data was collected using a semi-structured survey (see Appendix II for the complete survey questions). Out of a total of 14 questions, five were open-ended and nine were close-ended. The survey was offered in English, Spanish, and Russian. The survey collected information on:

- Race, ethnicity, languages spoken using REaL-D question format² and gender
- What capacity respondents live, work, and organize with communities of color
- Top concerns and how the county be a better place to live for communities of color

The survey was disseminated online by conducting outreach with organizations and individuals identified in the environmental scan database. In addition, members of the Clackamas County Office of Equity and Inclusion shared the survey link within their own networks. Through a snowball sampling approach, we reached 121 respondents (116 in English; 5 in Spanish; none in Russian). The survey also helped us identify nearly a third of respondents who were interested in working with us during the next phases of the research.

Sampling limitations: The majority of survey respondents reported working in the nonprofit sector or in government, and as such their top concerns will look different than if the survey was completed by more community members and thus more representative of the broader community.

Questionnaires for Electeds and Interviews with Government Officials about DEI

Data was collected using a questionnaire sent to mayors, city managers, and other public officials that solicited written responses (see Appendix III for the complete questionnaire). We received responses from the cities of Estacada, Milwaukie, Canby, Gladstone, and Tualatin, as well as from the Clackamas County Department of Human Services. In addition to receiving written responses, the researchers from CCC and staff from the Office of Equity and Inclusion at Clackamas County conducted informal interviews, ranging from 30 minutes to one hour, with city managers. We were able to conduct three interviews with city managers representing the cities of Milwaukie, Tualatin, and Gladstone.

Listening Sessions and Town Halls

Data was collected by reviewing and coding notes taken by Clackamas County staff members at seven virtual internal employee listening sessions on race hosted by the County between June and August 2020. In addition, one recorded virtual town hall on race, which was hosted by the County on August 19, 2020 was coded and a second virtual town hall hosted by the County on September 30, 2020 was attended by researchers from the CCC.

Document Review

Data was collected by reviewing and analyzing material from online and social media content, county-wide internal organizational surveys, job descriptions, and DEI statements and resolutions from public agencies.

Administrative Datasets

Data was collected on demographic and other social indicators using American Community Survey data and COVID-19 Regional Data Dashboard.

² For more information about REaL-D, see the Oregon Health Authority's website: <https://www.oregon.gov/oha/OEI/Pages/REALD.aspx>, accessed November 11, 2020.

APPENDIX II: COMMUNITY SURVEY QUESTIONS

The community survey reproduced below was translated into Spanish and Russian. We translated the survey into these two languages based on feedback we received from members of the Leaders in Equity, Diversity, and Inclusion Council (LEDIC).

Survey Questions

Thank you for taking the time to share information with the Coalition of Communities of Color (CCC) to help us complete a “Leading with Race” Clackamas County report. We are thrilled that you are interested in joining Clackamas County and the CCC to better understand the needs, challenges, strategies, and resilience of communities of color living in the county. The success of this project is dependent upon a tremendous community-driven effort. Your responses are essential in developing our research project and centering the lives and experiences of communities of color.

Please provide whatever information you are comfortable sharing. All data collected by the CCC is confidential, and your identities will never be disclosed without your consent. Answering our demographic questions helps us better understand and serve the communities in our coalition.

Thank you for your support.

1. If you, or someone you know, would like to complete this survey in a language other than English, please select the language below. We will do our best to send you this survey in your preferred language. Please also enter your name and email address below, and then hit Submit at the end of the survey (skipping all other questions)

- Arabic
- Burmese
- Cambodian
- Chinese - Simplified Chinese
- Chinese -Traditional
- Farsi
- French
- German
- Hmong
- Japanese
- Korean
- Mien
- Oromo
- Romanian
- Russian
- Spanish
- Somali
- Thai
- Ukrainian
- Vietnamese

2. What is your first and last name?
3. What is your email address?
4. What is your home zip code?
5. Organizational Affiliation (if any)?
6. How do you describe the work you do?
7. Which areas do you have direct experience working with communities of color?
(check all that apply)

- Community member/organizing
- Non-profit
- Government -- City, County, State
- Community based organization
- Research/data
- Diversity Equity and Inclusion Work
- Business
- School District
- Other

8. Tell us about your lived, work, and organizing experience with communities of color in Clackamas County.

9. What are three things you believe are critical to accomplish to make Clackamas County a better place to live for communities of color?

10. Would you be interested in taking some sort of leadership role in the Clackamas County Leading with Race project (e.g., steering committee member; providing data support)?

- Yes
- No
- Maybe/not sure yet

11. How do you identify? (Check all that apply).

- Woman
- Man
- Transgender
- Non-Binary
- Two Spirit
- Intersex
- LGBTQ

12. What communities are you part of? (Check all that apply).

- American Indian
- Alaska Native
- Canadian Inuit, Métis, of First Nation
- Indigenous Mexican, Central American, or South American

- Asian Indian
- Chinese
- Filipino/a
- Hmong
- Japanese
- Korean
- Laotian
- South Asian
- Vietnamese
- Other Asian
- African American
- African (Black)
- Caribbean (Black)
- Other Black
- Central American
- Mexican
- South American
- Other Hispanic or Latino/a/x
- Middle Eastern
- North African
- Eastern European
- Slavic
- Western European
- Other White
- Chamorro
- Guamanian
- Micronesian/Marshallese/Palauan
- Native Hawaiian
- Samoan
- Tongan
- Don't know
- Don't want to answer

13. Please list the languages you and/or staff members are comfortable speaking in with communities of color

14. Please share any links or information that may be helpful for CCC to engage communities of color and those advocating for them in Clackamas County

APPENDIX III: QUESTIONNAIRES FOR CITIES

1. Who is leading the Diversity, Equity, and Inclusion work in your city? (e.g., Formal DEI titled employees, other employees, community members, city leadership, etc.)
2. What is the driving force that began Diversity, Equity, and Inclusion work in your city? (e.g., police reform, ensure the provision of inclusive services, community pressure, strategic plan, any other details on why this is happening now)
3. What are the goals, outcomes, and strategies currently in place for your city to advance Diversity, Equity, and Inclusion work in your city?
4. What are the strengths (what's working/promising) and challenges (limitations/needed improvements) of achieving Diversity, Equity, and Inclusion efforts across your city?
5. Please provide a list of organizations and groups you have engaged with, are currently working with, or plan to engage around Diversity, Equity, and Inclusion work.

**EXHIBIT B
CONTRACTOR'S PROPOSAL**



Research Justice Study for Communities of Color: Clackamas County

Research Proposal | February 25, 2021

Summary

The Coalition of Communities of Color proposes a multi-year project in partnership with Clackamas County, local community-based organizations, and jurisdictional agencies to implement a community-based participatory action research¹ (CBPAR) project into the lived realities of communities of color in Clackamas County, Oregon. Building off of the knowledge developed during the Environmental Scan, we propose a three phase process for conducting a large scale CBPAR project. The three phase process includes:

- 1) Phase 1 (April 2021 - January 2022): Convene steering committee of 12-15 BIPOC community members, community leaders, and public sector representatives; co-construct research design and data collection strategies with steering committee members; identify individuals and organizations that can support and guide project implementation; collect and organize quantitative and qualitative data.
- 2) Phase 2 (February 2022 - September 2022): Convene culturally specific community sessions throughout the county; continue collecting and analyzing data; draft report and undergo culturally specific vetting process of research findings; finalize report and develop calls to action.
- 3) Phase 3 (October 2022 - April 2023): Finalize report design, branding, and translation; host workshops to train community members on how to present findings; engage in a community outreach tour to present findings.

The CCC believes that these efforts will lead to the following outcomes for Clackamas County and its communities of color:

- Build knowledge about and engagement strategies with communities of color
- Develop relationships with community leaders and organizations and build social capital
- Increase the regional capacity of the Coalition of Communities of Color to be a resource to Clackamas County
- Engender more civic, policy, and regional government participation by communities of color and community-based organizations in Clackamas County

The research proposal below outlines details of a multi-year community-based participatory research project.

¹ CBPAR details: <https://hc-v6-static.s3.amazonaws.com/media/resources/tmp/cbpar.pdf>

Background -- Coalition of Communities of Color

The mission of the Coalition of Communities of Color (CCC) is to address the socioeconomic disparities, institutional racism, and inequity of services experienced by our families, children, and communities. To achieve this mission, we organize our communities for collective action and social change in the pursuit of self-determination, wellness, justice, and prosperity. Formed in 2001, the CCC is an alliance of nineteen culturally specific community-based organizations with representation from eight broad and varying communities of color. These communities include African, African American, Asian and Asian American, Latinx, Middle Eastern and North African, Native American, Native Hawaiian and Pacific Islander, and Slavic.

The CCC supports a collective racial justice effort to improve outcomes for communities of color through policy analysis and advocacy, culturally appropriate data and research, environmental justice movement-building, and leadership development and training in communities of color.

The CCC has a successful track record of collectively advancing racial justice in Multnomah and Washington Counties. Our work across these counties includes building a collective understanding of racial inequities and shared vision for social justice; coordinating activities and strategies across member organizations; building community power by advancing our founding principles of cultural-specificity and cross-cultural collective action; working across sectors and jurisdictions to advocate for racial equity; practicing consensus-based decision making and open communications; and building intentional relationships across communities and organizations of color for over two decades.

This project takes advantage of the CCC's stature as one of the region's foremost providers of culturally specific data and research. The CCC spent years developing and implementing community-based participatory research about the lived realities of communities of color in Multnomah and Washington Counties. The successes of these efforts have helped to develop training modules on research and data justice which have been presented to over 50 entities within the last year. With this expertise and proven track record, the CCC is committed to growing its reach in Clackamas County and throughout the state of Oregon to help those jurisdictions be more responsive to their rapidly changing demographics.

Project Leads & Previous Work

This project will be led by Andres Lopez, Ph.D., Research Director, and Mira Mohsini, Ph.D., Senior Researcher, both of whom are based at the Research Justice Institute (RJI) at the CCC (resumes attached). Dr. Lopez is a trained sociologist and Dr. Mohsini is a trained anthropologist. Together they have over 20 years of experience doing community research utilizing collaborative, participatory, feminist, anti-racist, and queer methodologies. They bring their intersectional expertise to the table as powerful intermediaries between governments and

communities of color, and are building a vision for research and data justice that is impacting decision making from the local to state level.

In addition to these two project leads, the CCC is in the process of hiring a full-time Data Manager, who will also contribute key data analytics and data management skills, assuring the success of this project. A complex, multi-year project of this kind requires that the project leads commit significant time and resources throughout the project lifecycle. If awarded the grant, the RJI is committed to focusing on this project, and not taking on any other large scale CBPAR research projects during the proposed timeline for this work. With our singular focus on this CBPAR project, along with the new Data Manager role, the RJI will have minimal competing interests and more capacity to focus our efforts on Clackamas County.

Below are examples of RJI's work done in the Pacific Northwest and in collaboration with governmental entities.

Using a Research Justice and Data Justice framework to guide their work, the RJI has engaged in many culturally-specific, equity-focused, and community-informed research projects. Below is a summary of five projects that have been completed or are currently in progress. The experience and knowledge gained through these projects demonstrates that the RJI can produce culturally-specific research using appropriate methodologies and data collection tools. Further, the CCC's strong relationships with Black/African American, Latinx, Asian American Pacific Islanders, and Native stakeholders ensures that research methodology, data collection and analysis, and reporting will undergo appropriate cultural vetting.

(1) In partnership with Washington County, RJI embarked on a CBPAR called ["Leading with Race: Research Justice in Washington County."](#) This multi-year study, published in 2018, focused on the everyday experiences of BIPOC, immigrant, and refugee communities in the county in six areas: education justice, child welfare, criminal justice, economic justice, housing justice, and health justice. This project heavily informs RJI's approach proposed here with some updated strategies learned throughout and after this process was undertaken in Washington County.

(2) The RJI has partnered with Multnomah County Library on a culturally-specific project to transform the library to better support Black/African American families and their children. Over the past 15 months, the RJI has convened a steering committee of Black/African American community workers and researchers across the Portland metro area to co-construct culturally-specific programs, events, and evaluations. With COVID-19 and the turn towards a largely remote environment, the RJI has worked with the steering committee to organize creative online events, such as "Hip-hop and Wellness for Black Teens," as a way to connect with community members, share information about the library, and create engaging forums for data collection. Over the course of 2020, RJI collected over 350 surveys and engaged hundreds more

Black families with children across the metro area in this work. The RJI continues collecting data during Black History Month events. The final report will be completed this spring.

(3) With funding from the Oregon Health Authority's Office of Equity and Inclusion, RJI is conducting statewide behavioral health research. Over the last twelve months, the RJI has been working with a steering committee of statewide BIPOC folks and the Oregon Latino Health Coalition (OLHC) to co-construct a survey that can provide OHA with recommendations for how Coordinated Care Organizations can implement culturally and linguistically responsive services. The original scope of work was to engage communities across the state by conducting "train the trainer" sessions to provide community members with skills to conduct their own research. However, due to COVID-19, these types of community engagement efforts were not possible. Instead, the RJI convened steering committee members more frequently to co-construct the survey and assist with statewide survey distribution, which often required individual phone calls to community members. RJI's work with the steering committee and OLHC is also connected to OHA's statewide survey modernization efforts. The RJI has collaborated with a work group of Black/African American and Latinx researchers and community workers from across the state to provide recommendations on equitable research and data collection efforts, specifically in developing more equitable and culturally responsive health surveys.

(4) With funding from the Oregon Health Authority and in collaboration with the BIPOC Decolonizing Data Council, the RJI conducted a statewide project to gather BIPOC community data about experiences of COVID-19. RJI worked closely with twelve culturally specific organizations that are CCC members to co-construct a semi-structured survey to collect stories about how BIPOC communities are navigating the pandemic. The strategic over-representation of Native and Pacific Islander populations was carried out, since conventional sample size limitations often do not capture the depth of Native and Pacific Islander experiences. RJI was able to engage these communities in Oregon due to close collaboration with the Pacific Islander Coalition and several Native organizations and coalitions, including 7 Waters Indigenous Food Sovereignty Network, Native Wellness Institute, and Native American Community Advisory Council. Researchers at the RJI analyzed qualitative data using Atlas.ti and compiled findings in a report that elaborates on the elements of a "COVID story," how communities and dominant institutions have responded to the pandemic, and recommendations for actions that government agencies can take to ensure BIPOC community needs and strengths are being appropriately addressed.

These are just a few examples of RJI's community-centered and community-led participatory research efforts. The success and distinctiveness of RJI's work is due to years of community trust building, co-construction with the community throughout the research process, and the belief that BIPOC communities are experts in navigating and thriving in oppressive systems. It would be hard to compare any other organization in our region that has a stronger grasp on community data and how to utilize community data for systems change.

Project Decision-Making

A Steering Committee will guide the project's design and implementation. The Steering Committee will be composed of BIPOC community members from local jurisdictions, local community-based and BIPOC serving organizations, BIPOC community leaders, and CCC member organizations who organize community engagement in Clackamas County (e.g., Unite Oregon). The Steering Committee is responsible for developing the scope of the research, leading data collection efforts in their prospective communities of color, and collectively creating any recommendations as a result of the research. The Steering Committee structure ensures local partners are working together to inform the narrative of communities of color in Clackamas County.

Project Strategies & Activities

The environmental scan conducted last year identified key directives upon which to build: organizing BIPOC communities, engaging and strategizing with organizations/entities, collecting BIPOC data, and developing a call to action informed by six critical areas of concern (representation and leadership, education and training, BIPOC-informed policy, access and services, multilingual and multicultural communications and engagement, community support and connection). To address these needs, CCC proposes a three phase process to conduct and complete a CBPAR project on Clackamas County's BIPOC communities.

Phase 1: Build, Establish, and Plan -- CCC will begin by building relationships with key stakeholders such as community-based organizations, BIPOC serving organizations, BIPOC community groups and coalitions, BIPOC leaders, school districts, cities, and police departments across the county. By having numerous virtual relationship-building meetings with these stakeholders, we will be able to identify and establish a diverse steering committee that will be committed to our multi-year project. Once a committee is established, we will begin the planning process to co-construct the research strategy to inform how we will engage BIPOC communities and collect data. During this time CCC will also collect existing quantitative and qualitative data from communities, organizations, and governments to help frame BIPOC communities experiences in the county and to help guide the question development of the steering committee led data collection.

Phase 2: Research, Verify, Finalize, and Report -- CCC will co-construct the data collection tools, train on community data collection strategies, and support steering committee members in collaboration with community members to collect data. Once these data are collected, CCC will organize them and present them back to the steering committee and community members for a vetting process. This will ensure the steering committee has all of the community data needed to co-construct an action plan. This action plan will also be vetted by community members before a report draft is completed. Both the steering committee and key stakeholders will review the report draft before a final draft is ready for publishing.

Phase 3: Design, Train, and Disseminate -- CCC's marketing team will collaborate with Clackamas County to design and brand the final report. CCC will also ensure that the final report is translated into other languages. CCC will host a few "train the trainer" sessions to train community members and other stakeholders on how to use and share the report data and calls to action. CCC will work with the County to develop a dissemination plan and presentation tour. While this phase may seem fairly simple, the experience of conducting "Leading with Race" in Washington County, CCC learned that this phase of the project is expensive and extensive engagement efforts.

Timeline

Phase 1 (April 2021 — January 2022)

- Identify specific community-based organizations and leaders of communities of color in the County that can support and guide project implementation. Request their participation in the project and develop a scope of work.
- Identify and ask county and jurisdictional partners to provide financial and administrative support, particularly for data gathering and information reporting.
- Finalize the steering committee.
- Convene steering committee members to develop and finalize the research agenda, identify data sources and data collection instruments, and co-construct strategies for culturally appropriate data collection (e.g., focus groups, surveys, story circles, etc.).
- Collect and analyze quantitative and qualitative data about communities of color in the county.
- Produce customized data sets for communities of color with the county and partnering cities.

Phase 2 (February 2022 — September 2022)

- Convene culturally specific community sessions across the county.
- Administer any other research tools in consultation with the steering committee (e.g., surveys).
- Draft report and share with steering committee members for feedback.
- Verify data and report findings with community leaders.
- Verify jurisdictional and administrative data with jurisdictional partners.
- Revise draft and produce final report.
- Develop a call to action and advocacy agenda.

Phase 3 (October 2022 — April 2023)

- Design, brand, and translate the research reports.

- Host train-the-trainer workshops to train community members to present and discuss the research findings.
- Present research findings.

Budget

Item	Activity	Cost
CCC Staff Time	Executive Director 0.05 FTE (\$5000), Lead Researchers 0.75 FTE (\$48,750 x 2), Data Manager 0.5 FTE (\$27,500)	\$130,000.00
Capacity Building	Partnerships with community partners participating in the research process (steering committee [\$3,000 x 10] & community review process [\$1,000 x 5 sessions])	\$35,000.00
Community Engagement	FTE for community-specific organizations to lead and organize focus groups (\$2,500 x 6), stipends for community participation (\$40 x 150), transportation costs, child care, and food (\$667 x 6).	\$40,000.00
Contract Services	Printing (\$30,000), Communications/translation (\$4,000), transcription (\$5,000), copy editing (\$1,000)	\$40,000.00
IT/Tech	Event IT (\$2,000) & data software packages (\$2,000)	\$4,000.00
Meeting Expenses	Meals, rental space costs, and event supplies (\$833 x 6)	\$5,000.00
Train the Trainer Workshop	To train community stakeholders (\$334 x 3) to present the report findings	\$1,000.00
Total Direct Cost		\$255,000.00
15% Admin Fee		\$45,000.00
Total		\$300,000.00



Research Justice in Clackamas County Updated Fee Schedule

Prepared by Coalition of Communities of Color
May 7, 2021

Overview

1. Up front amount for Phase 1: \$100K (April 2021)
2. Once steering committee is formed and starting Phase 2: \$130K (February 2022)
3. Upon submission of final deliverable at the end of Phase 3: \$70K (April 2023)

Pay Schedule Breakdown

Phase 1: April 2021 - January 2022

- Forming a steering committee and setting up MOUs with each SC member
- Convene SC meetings
- Setting up a database to organize primary and secondary data and create customized jurisdictional profiles to gain a macro understanding of communities of color

Hours: 334 (approx.) hours @ \$300/hr

Total: \$100,000

Phase 2: February 2022 - September 2022

- Data collection and analysis
- Continue convening with SC members
- Draft report and include feedback loops with community members

Hours: 433 (approx.) hours @ \$300/hr

Total: \$130,000

Phase 3: October 2022 - April 2023

- Design, brand, print, and disseminate research report
- Host train-the-trainer events on the findings of the research so that community members can report back to their communities
- Present research findings through the County and state

Hours: 233 hours (approx.) @ \$300/hour

Total: \$70,000

Project Outcomes

CCC's past work, "Leading with Race in Washington County" and "Multnomah County: An Unsettling Profile" Series, had such strong impact in our region that they are still commonly cited and downloaded. Based on these prior successes, the CCC is optimistic about the outcomes of a project to report on the lived realities of communities of color in Clackamas County. After evaluating our lessons learned from the research in Multnomah and Washington Counties, CCC propose the following outcomes below.

- *Build knowledge about and engagement strategies with communities of color in Clackamas County.* The project will bring Clackamas County's diverse communities into focus and help make visible less visible communities of color. The culturally specific findings will uplift community-specific assets, needs, and solutions. The research will help inform the properties of racial equity and lead to engagement strategies with communities of color that will help guide the County and municipalities in future work in policy decisions and programs.
- *Develop community and build social and cultural capital in Clackamas County.* The project will support communities of color in Clackamas County by heightening leadership roles for people of color in the County, building consensus and solidarity among communities of color, and broadening the overall community seeking to improve outcomes for communities of color in the County. Where possible, we will share existing CCC or CCC partner infrastructure tools and methodologies to assist community-based organizations in enhancing their operations. We will extend the current advocacy lens to prioritize, seeing the dial move on documented indicators. Finally, the project will bring additional resources into Clackamas County by providing the data and research needed for grant proposals and for funders to target their investments.
- *Increase the regional capacity of the Coalition of Communities of Color to be a resource to Clackamas County.* The project will strengthen the CCC's ability to support communities of color in Clackamas County, and significantly increase our relationships with organizations and leaders across the County. We will expand the reach of our Leadership Development Initiative to intentionally outreach to established and emerging leaders of color in the County.

The Coalition of Communities of Color looks forward to implementing this project on the lived realities of communities of color in Clackamas County.

We welcome any questions about our application.

References

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ABOUT

Andres Lopez is a cultural sociologist and professional research and evaluation scientist. His scholarly work examines how individuals and groups in organizational and urban settings navigate everyday experiences of social inequalities. Utilizing pro-feminist, anti-racist, and queer lenses, he is particularly interested in how these experiences shape and are shaped by gender, race, and sexualities.

In addition to his academic expertise, Andres has over ten years of professional research and evaluation experience. He has worked with the United Way of Greater Kansas City, the Research Institute for Studies in Education, the Religious Leadership and Diversity Project, and on various National Science Foundation-funded projects. Further, many of his experiences have been collaborative, working with a broad range of stakeholders and constituents, including community members, university leaders, and government officials at the city, state, and national levels.

WORK EXPERIENCE

Director of Research | The Coalition of Communities of Color, Portland, OR | January 2020-present

Directing all efforts of the Research Justice Institute (RJI) at the CCC. The RJI centers research justice and data justice efforts in support of communities of color in the Portland Metro Area and the state of Oregon to advance racial justice through cross-cultural collective action. We provide expert consultation to public and private institutions on research and data justice, conduct various community-based participatory research projects, and build the research and evaluation capacity of CCC member organizations, and collaborate with BIPOC researchers and scientists to elevate community data, and create pathways for sustainable and ethical community engagement efforts with BIPOC communities.

Student Success Assessment Coordinator | Oregon State University Ecampus, Corvallis, OR | June 2018- June 2019

Assessment of student success and retention of current online students to the Ecampus Student Success unit. Implement, monitor, analyze, report, and communicate student performance metrics, data, and trends in persistence and progression of online learners. Inform, guide, and develop strategies used by the Student Success unit, assess operational efforts, and identify trends to ensure the effective implementation, maintenance, and progress of Ecampus student success initiatives.

Graduate Research Assistant | Oregon State University, Corvallis, OR | Sept. 2015-July 2018

Conducting various multi-method research and evaluation projects with data from BANNER, CORE, and Data Warehouse and originally collected data – from conception and management to writing final manuscript. Monitoring student participation and evaluating graduate professional development offerings. Participation on the Graduate Student Success Team – coordinating, developing, implementing, and assessing graduate programming. Managing the Graduate Student Success Center, ordering promotional materials, creating event flyers and programming brochures, and communicating with the public via social media platforms. Serving various unit and university wide committees at the Dean's request. Archival research on Latina/o populations in Oregon & history of Ethnic Studies at Oregon State University.

Research Assistant | Research Institute for Studies in Education (RISE), Iowa State University, Ames, IA | May 2013-August 2015

Conduct qualitative/quantitative research assignments – survey construction, regression, and crosstab analysis. Evaluating and assessing ISU benefits survey, faculty interaction survey, and Strengthening the

Professoriate NSF grant writing trainings and partnerships. Training graduate students, professional researchers, and faculty members on Social Network Analysis. Methodological development of process evaluation for the Iowa Governor's Statewide STEM Initiative. In-depth interviewing, leading focus groups, and content analysis of educational research initiatives and projects

Researcher | The Religious Leadership and Diversity Project, Columbus, OH | January 2014-June 2018

Conducted 15 in-depth interviews with senior pastors from various churches, developed code book for analysis, and am currently writing various papers for a national qualitative study on multi-racial church leadership. Principal Investigator: Korie L. Edwards, Department of Sociology, The Ohio State University. Funded by The Lilly Foundation. \$493,101. www.rldp.net

Researcher | Research Institute for Studies in Education (RISE), Iowa State University, Ames, IA | Sept 2015- July 2017

Social Network Analysis, technical writing, and data visualization for Iowa Statewide Stem Initiative Principal Investigator: Jeffrey Weld, Iowa Mathematics and Science Education Partnership, University of Northern Iowa. Funded by The National Science Foundation, \$1,199,624. www.findstemiowa.org

Researcher | The Kansas City Indian Center, Kansas City, MO | Jan 2012-March 2012

Developed a comprehensive needs assessment for the Native American population residing in the Kansas City metro area. Organized focus groups to collect data on Urban Native needs. Managed a team of students who helped conduct the research. Presented the project and findings to the executive board. Conducted numerous interviews to create an oral history of the Kansas City Indian Center

Researcher | Man in the Mirror Organization, Casselberry, FL | Sept 2011 – April 2012

Created a 53-question survey to test the success and beliefs of pastors and leaders and members of Man in the Mirror's men's ministry organization. Negotiated and develop strategies of survey distribution with executives of Man in the Mirror. Executed 30 pages of analysis, detailing the membership and comprehension of Man in the Mirror members

Researcher | The Office of Congressman Emanuel Cleaver, Kansas City, MO | Oct 2011-Dec 2011

Created numerous GIS maps redrawing the Kansas City school district boundaries that offered better racial and ethnic representation of the population. Managed a team of students who helped create the maps.

Researcher | United Way of Greater Kansas City, Kansas City, MO | Aug 2010-2011

Conducted a large-scale needs assessment for area code 64130 that consisted of quantitative, qualitative, and spatial (GIS) analysis. Managed student researchers who assisted in the collection of data. Facilitated focus groups of social service professionals. Executed GIS mapping for partnered agencies. Prepared briefing papers (including data, narrative, and graphs) for homelessness, Kansas City's economic standing, and other needs upon request. Presented findings at numerous UWGKC board of trustees.

PUBLICATIONS

Carter, A & **A.L. Lopez**. 2019. "Rebranding the 'Good Farmer:' Formula Story Revision and Masculine Symbolic Boundaries in U.S. Agriculture." *Feminist Formations*, Winter, 31(3)25-50

Lopez, A. L. 2017. Review of *The Face Of The Firm: Corporate Hegemonic Masculinity At Work* by Michele Rene Gregory. *Gender & Society*, 31(6): 860-862.

Lopez, A.L. 2017. Review of *Getting Off: Pornography and the End of Masculinity* by Robert Jensen. *Feminist Formations*, 28(3): 266-268.

Lopez, A.L. 2015. Review of *God's Gangs: Barrio Ministry, Masculinity, and Gang Recovery* by Edward Orozco Flores. *Men and Masculinities*, 19(2): 215-216

Pascoe, C.J. and **A.L. Lopez**. 2015. "Gender and Social Justice: A Conversation with Dr. CJ Pascoe," *Journal of Critical Thought and Praxis*, 4(2): 1-8.

Muñoz, S.M. and **A.L. Lopez**. 2013. "Social Justice Education in Higher Education: A Conversation with Dr. Susana Muñoz," *Journal of Critical Thought and Praxis*: 2(1): 1-9.

Lopez, A.L. 2014. "Gay Men, Straight Women, and Queer Sexism." On *Girl W/Pen!*

<http://thesocietypages.org/girlwpen/2014/11/05/gay-men-straight-women-and-queer-sexism/>

Lopez, A.L. and Mari Kemis. 2015. "SNA and Statewide STEM Program Evaluation." On AEA365 <http://aea365.org/blog/sna-tig-week-andres-lazaro-lopez-and-mari-kemis-on-sna-and-statewide-stem-program-evaluation/>

PUBLICATIONS UNDER REVIEW

Lopez, A.L. "Mobilizing Men: The organizational (Re)centering of Men in U.S. Men's Ministries." (Under Review at *Gender Studies*)

Carter, A, Schweingruber, D, and **A.L. Lopez**. "Mass Background Participant Observation as a Class Assignment (Under Review at *Teaching Sociology*)

PUBLICATIONS IN PREPARATION

Lopez, A.L. "Queer Spiritual Practices and Religious Orientations: Towards a Mutual Constitution of Religion and Spirituality." (Submitting to *Journal for the American Academy of Religion*)

Lopez, A.L. "When Spirituality Fails at Work: Masculinities and the Reproduction of Inequalities at Work." (Submitting to *Gender & Society*)

Lopez, A.L. "Spiritual Practices and Everyday Response to Stigmatization: Reconciling Inequalities through Self and Group Identification and Rationalization." (Submitting to *Cultural Sociology*)

AREA OF ACADEMIC EXPERTISE

Intersectionality (Gender, Race, Sexuality); Men and Masculinities; Research Methodologies; Work, Occupations and Gendered Organizations; Feminist Theories and Methods Sociology of Religion & Spiritualities; Anthropology of Religion; Cultural Sociology; Cultural Anthropology; Applied Sociology; Applied Anthropology; Research and Data Justice

SKILLS

Curriculum Design; Online Course Design; Diversity, Inclusion, and Equity Training; Public Speaking; Participant Observation; Ethnographic Interviewing; Survey Design; Oral Histories; Focus Groups; Photo Elicitation; GIS Mapping; Video Ethnography; Social Network Analysis

TOOLS

SPSS, Qualtrics, Atlas.ti, MS Office Suite

LANGUAGES

English (native), Spanish, French

EDUCATION

Ph.D. Applied Anthropology | School of Language, Culture, and Society, Oregon State University | 2019 (Doctoral coursework completed in Department of Sociology, Iowa State University | Fall 2014)

Graduate Certificate | Education for Social Justice, Iowa State University | 2014

M.A. Sociology | University of Missouri-Kansas City | 2012

B.A. Sociology/Gender and Diversity Studies | Xavier University | 2005

MIRA J. MOHSINI, Ph.D.

Portland, OR 97218 | mjmohsini@gmail.com | 989-798-6379 | www.miramohisni.com

Over 10 years' experience conducting accessible, data-informed research; developing curricula and facilitating programs and trainings on equity and inclusion; building strong relationships with diverse stakeholders across multiple sectors. Strong data collection, analysis, and communications skills.

WORK EXPERIENCE

Senior Researcher | The Coalition of Communities of Color, Portland, OR | July 2020-present

Co-developing the Research Justice Institute's data justice approach, and continuing to engage in community-based participatory action projects using a research justice approach throughout the state of Oregon. Advising government agencies, health care systems, and other institutions on data equity strategies. Co-convening organizations that serve Black, Indigenous, and People of Color (BIPOC) communities, and collaborating with BIPOC researchers and scientists to elevate community data, and create pathways for sustainable and ethical community engagement efforts with BIPOC communities.

Training & Equity Facilitator | Living Yoga, Portland, OR | March 2020-Present

Developing diversity, equity, and inclusion goals focusing on racial and economic justice; conducting research and analyzing data related to the intersection of personal and systemic trauma with mental health, disparities in criminal justice, health disparities, and economic/housing insecurity; conducting outreach and actively building a diverse network for Living Yoga's trauma-informed training; developing new curriculum on topics of equity and inclusion & facilitating online body-based resiliency training.

Researcher | The Coalition of Communities of Color, Portland, OR | Sept 2019-July 2020

Leading project funded by Oregon Health Authority to (1) understand barriers faced by communities of color in Oregon in accessing behavioral health services and (2) recommend culturally- and linguistically-responsive best practices for Coordinated Care Organizations; facilitating Steering Committee meetings using a Research Justice framework; training community-based organizations in data collection and analysis; conducting participatory data interpretation and analysis; community and stakeholder engagement. Leading survey-based research and analysis on the social and behavioral health profile of incarcerated Native Americans in Oregon in partnership with Red Lodge Transition Services.

Program Evaluator | Grounded Solutions Network, Portland, OR | Oct 2019-present

Developing program assessment framework for a nation-wide affordable housing and anti-displacement initiative in three U.S. cities; conducting semi-structured interviews, developing survey instruments, focus groups, and facilitating cultural domain research for program participants in Winston-Salem, Indianapolis, and San Antonio.

Instructor | Wayfinding Academy, Portland, OR | January 2020-present

Designing and facilitating a Learning Lab for students and community members on immigration, borders, and questions of legality. Focus of Lab is to breakdown myths and misinformation about immigration. Using storytelling and project-based work to enable students to develop platforms (i.e. podcast, blog/vlog, games, organizational toolkits) to raise public awareness and dismantle stereotypes about immigration.

Visiting Assistant Professor | University of Akron, Akron, Ohio | Sept 2016-June 2019

- Designed, managed, and led four collaborative projects: (1) refugee experiences in the U.S.; (2) documenting urban poor farms and infirmaries; (3) politics of urban revival, housing, and community

- development; (4) Muslim minorities and informal labor in India.
- Designed, organized, and delivered workshops on diversity, equity, and inclusion for faculty, staff, and students; conducted high school community outreach.
 - Developed and taught online, hybrid, and face-to-face courses on race and racism, gender studies, globalization, Islamophobia, qualitative and quantitative research methods, religion, and cultural diversity; awarded Faculty Champion award for teaching two experiential learning courses focused on community-centered research.

Lecturer | Eastern Michigan University, Kalamazoo College & Western Michigan University | Sept 2013-Jun 2016

Developed and taught courses on race and ethnicity in the U.S., theories of society and culture, globalization, and women's studies; organized public lecture series on gender- and sexuality-based violence; secured research and teaching grants.

Community Engagement Director | Bobby McKenzie for Congress, Detroit, MI | Aug 2013-Nov 2014

Developed strategic plan for engaging with diverse communities in SE Michigan for a congressional race; organized focus groups with ten segmented constituencies; managed communications plans, including writing copy for press releases and social media; managed extensive databases of donor contacts and financial contributions; raised over \$675K in small individual donations.

Postdoctoral Research Fellow | Goldsmiths College, London & International Research Center, Berlin | Aug 2011-Aug 2013

Designed two interdisciplinary research projects to examine how participants in informal craft economies in India are adapting to compete in the global market; conducted three months of ethnographic research in Delhi, interviewing artisans and gathering household survey data; conducted archival research in London.

Research Associate | Winmark Inc., London, UK | Jul 2010-Sept 2011

Interviewed over 100 clients for a law firm to assess potential gaps in service; led and managed project for a broadband internet provider to evaluate the need for high-speed internet in rural regions of the United Kingdom; conducted extensive competitor intelligence research for blue ship tech company.

Researcher | Development Alternatives, Delhi, India | Jan 2006-Sept 2009

Organized and facilitated focus groups, surveys, and interviews with at-risk communities on Indo-Nepal border to evaluate extent of human trafficking; authored two final reports on mitigating trafficking, and secured USAID funding; managed research and evaluation team for a livelihood generation project in rural Central India.

SELECTED PUBLICATIONS

Bose, C. & **Mohsini, M.** (Forthcoming). *Ways of studying craft: Notes across disciplines*. New York: Routledge.

Behrman, C., **Mohsini, M.**, Olson, E. (Forthcoming). *Remembering those who were meant to be forgotten: An interdisciplinary exploration of Schneider Park*. Akron: University of Akron Press.

Mohsini, M. (2017). Reflections on the art of radical interruption. *Fogged Clarity*. Retrieved from <https://bit.ly/2RjcZi6>.

Mohsini, M. (2016). Crafting Muslim artisans: Agency and exclusion in India's urban craft communities. In Clare Wilkinson-Weber and Alicia DiNicola (Eds.), *Critical Craft: Technology, Globalization, Capitalism*. London: Bloomsbury.

Mohsini, M. (May 18, 2016). Who made that police badge? The shadow lives of a hidden workforce. *Huffington Post*. Retrieved from <http://goo.gl/91BfsK>.

Mohsini, M. (2011). Crafts, artisans and the nation-state in India. In Isabelle Clark-Deces (Ed.), *Blackwell Companion to the Anthropology of India*. New York: Wiley-Blackwell.

McKenzie, R.L., & **Mohsini, M.** (2011) Rethinking research methods: Introduction to the special edition. *Anthropology Matters*, 12(1). Retrieved from <https://bit.ly/2tJhuJO>.

SELECTED PUBLIC PRESENTATIONS & TRAININGS

- “Racial Justice Teach-In” | Abbvie, Inc. | Online | July 2020
- “Body-Based Resiliency Training” | Living Yoga | Online | May 2020
- “From Ally to Accomplice” | Prosper Portland | Portland, OR | February 2020
- “Exploring Muslim Veiling through Women’s Work and Mobility in India” | Rethinking Gender Series | University of Akron | Nov 2018
- “A Teach-In on the Importance of Collaboration and Accountability in Social Justice Work” | University of Akron | Feb 2018
- “Hypervisible: Racialization and Sexualization of Muslim Bodies” | University of Akron | December 2017
- “Making Sense of Charlottesville: A Civil Dialogue about Race, Citizenship and Belonging” | University of Akron | Oct 2017
- “Let’s Save the World! The (White) Savior Industrial Complex” | University of Akron | February 2017
- “Reflections on the Surveillance and Policing of Communities of Color in Metro Detroit” | Oakland County Diversity Summit | March 2016
- “Racial Justice and Institutional Transformation” | Kalamazoo College | June 2015

SKILLS

Curriculum Design; Online Course Design; Diversity, Inclusion, and Equity Training; Public Speaking; Participant Observation; Ethnographic Interviewing; Survey Design; Oral Histories; Focus Groups; Photo Elicitation; Rapid Participatory Assessment; Mapping; Video Ethnography; Cultural Domain Research

TOOLS

SPSS, Qualtrics, Nvivo, MaxQDA, ExpressScribe, Anthropac, H5P, Brightspace (D2L) & Canvas, Adobe Photoshop, Adobe Spark, Google Productivity Suite, MS Office Suite

LANGUAGES

English (native), French, Urdu, Hindi

EDUCATION

Ph.D. Anthropology | School of Oriental and African Studies, University of London | 2010

MA Anthropology and Development | London School of Economics | 2003

BA (Hons) Anthropology | University of Western Ontario | 2002

PROPOSAL CERTIFICATION
RFP 2021-06 RESEARCH JUSTICE STUDY FOR COMMUNITIES OF COLOR

Submitted by: Coalition of Communities of Color, Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 108489097

Contractor's Authorized Representative:

Signature: Marcus C. Mundy Date: 02/25/2021
Marcus C. Mundy (Feb 25, 2021 15:28 PST)

Name: Marcus Mundy Title: Executive Director

Firm: Coalition of Communities of Color

Address: 221 NW 2nd Avenue

City/State/Zip: Portland, OR 97209 Phone: (503) 819-0134

E-mail: marcus@coalitioncommunitiescolor.org

Contract Manager:

Name Andres Lopez Title: Research Director

Phone number: 503-970-3878

Email Address: andres@coalitioncommunitiescolor.org



Department of Finance

Elizabeth Comfort
Finance Director

Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to Contract #2369 with Earthworks Landscape Service, Inc. for the
Grounds Maintenance & Repair Services

Purpose/Outcomes	Emergency/Hazardous storm cleanup
Dollar Amount and Fiscal Impact	The original contract amount was \$2,366,230.00. Amendment #1 added \$147,847.20 to add additional locations. Amendment #2 added an additional location. Amendment #3 accounts for all emergency services to mitigate hazardous conditions from trees for a total of \$378,893.63 with a total contract value not to exceed \$2,931,667.34.
Funding Source	744-7531-00145-424423
Duration	The Contract is good through December 31, 2023.
Previous Board Action	11/1/2018 C3 The Board approved the original contract as a result of RFP 2018-20.
Strategic Plan Alignment	The purpose of the Facilities Maintenance Program is to provide preventive and corrective asset maintenance services to County Departments and Agencies so they can provide services to their customers in a safe, secure and well-maintained environment. Services rendered by Earthworks Landscaping, Inc. at the County's request are directly related to the strategic plan regarding county assets.
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Yes on 04/10/21 by AN
Contact Person	Rick Cole, Maintenance Supervisor. 971-865-0124 rcole@clackamas.us

Background:

The February 2021 Ice and Snow Storm caused unprecedented devastation and loss of electrical power to approximately half of the citizens of Clackamas County. Our entire County was affected by this disaster, but Oregon City and the surrounding communities appeared to have the majority of ice damage to trees and shrubs. The County has four existing tree work tree contracts, but our primary landscape contractor, Earthworks Landscaping, was the only contractor that responded to our immediate request for assistance to work with us on the removals of tree hazards and safety problems.

The amount of damage caused by this forty year storm with the accumulation of three solid inches of ice and the excessive weight placed on power lines and tree is unprecedented. From the very start of our initial recovery efforts and hazard removals, Earthworks Landscaping worked with us to closely inspect all properties and trees for damage. Our commitment was and remains to save as many trees as possible, but during our inspections and tree trimming processes we found numerous trees where the limbs were broken or had serious horizontal cracking requiring the removal of even more tree limbs. Many of our trees had so many broken limbs that it was determined that they were beyond saving and required removal.

Facilities Management and Earthworks Landscaping worked together to remove over 250 severely damaged trees countywide. The emergency response process for Earthworks Landscaping started on Sunday February 14, 2021 and concluded on Saturday March 13, 2021.

With the recent approval of the FEMA emergency disaster declaration we hope to be reimbursed for the majority of the work performed by our contractors and county staff to respond to this disaster.

We request that this item be placed on the May 20th Business Meeting Agenda to be heard, expedited and authorized to be paid to Earthworks as soon as possible.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #3 is a 16.1% increase of the original contract amount.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #3 for the contract with Earthworks Landscape Services, Inc. for the Grounds Maintenance & Repair contract.

Respectfully submitted,

A handwritten signature in cursive script that reads "Elizabeth Comfort".

Elizabeth Comfort, Director
Finance

AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH EARTHWORKS LANDSCAPE SERVICE, INC. FOR
GROUNDS MAINTENANCE & REPAIR SERVICES (RFP 2018-20)
Contract #2369

This Amendment #3 is entered into between **Earthworks Landscape Service, Inc.** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 1, 2018** (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
On February 12, 2021, Clackamas County experienced a heavy ice and snowstorm and as a result the Board of County Commissioners declared a County Emergency (BO 2021-09). Significant vegetation damage was experienced during the storm in which a substantial amount of clean-up has been necessary. County authorized Contractor to perform emergency cleanup services that included mobilization of equipment, hazard tree falling and de-limbing, chipping of debris, and disposal of debris. The emergency cleanup services are described in Contractor’s proposal and invoice, attached as **Exhibit F**, and hereby incorporated by this reference herein. A narrative letter regarding the event and background is attached. All emergency cleanup services are and remain subject to the terms and conditions of the Contract. By execution of this Amendment #3, County hereby approves and ratifies the emergency cleanup services previously performed by Contractor. Nothing herein shall constitute a waiver or release of any claims or causes of action County may have with respect to the emergency cleanup services previously performed by Contractor.

2. **ADD: FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit E**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
The additional total compensation for this emergency work is authorized for **\$378,893.63**. The total contract compensation shall not exceed \$2,931,667.34. Contractor’s proposal and invoice is attached as **Exhibit F**, and hereby incorporated by reference.

ORIGINAL CONTRACT	\$ 2,366,230.00
AMENDMENT #1	\$ 147,847.20
AMENDMENT #2	\$ 38,696.51
AMENDMENT #3	\$ 378,893.63
TOTAL AMENDED CONTRACT	\$ 2,931,667.34

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

Earthworks Landscape Service, Inc.

Rob Healy 5/11/21

Authorized Signature Date

Rob Kacalek

Printed Name

Clackamas County

Chair

Recording Secretary

Date

Approved as to form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.05.17 05:53:53 -0700 5/17/2021

County Counsel

Date

To whom it may concern,

The February 2021 Ice and Snow Storm caused unprecedented amounts of tree damage. It has been devastating and caused us to remove over two hundred trees from our campus, plus having to continuously watch and monitor an additional fifty trees for future long-term damage and disease.

In response to recent inquiries, Clackamas County Facilities Maintenance (FM) Division would like to provide additional information on the recovery efforts on the Red Soils Campus. As most of you know, the U.S Weather Service, Portland General Electric, and various local news programs termed this a "Once every 40 year ice storm" due to the widespread loss of electrical power to half of the citizens of Clackamas County and the size, scale, and amount of tree damage resulting from this storm. Our entire Red Soils Campus area accumulated three solid inches (3") of ice covering most of our trees, shrubs, buildings, vehicles and roads making our recovery efforts very difficult at best for several days. FM had only a limited number of staff that were able to respond from their homes due to being iced in. There was so much tree damage that it almost appeared that we were in a war zone or that a tornado had hit our area.

First, let me assure you that the most important priority and goal during and after the ice storm and our recovery efforts has been, and will continue to be, the safety of the community, safety of employees, and protection of county buildings and assets. Our second priority has been the survivability and health of our trees. FM staff and our contractors have spent numerous hours removing hazards to ensure that anyone who comes onto county properties is protected from falling branches and tripping hazards caused by our trees.



From the very start of our initial recovery efforts and removal of hazards we made the decision to closely inspect and look for damage to all properties, buildings and trees on all county properties. Our commitment was and remains to save all the trees we can, but our initial inspections found that many of our trees were beyond saving. Our FM senior staff has over fifty years (50) of tree work experience and had to determine very quickly which trees were clearly damaged beyond their chances to survive and weigh the potential safety hazards caused by these seriously damaged trees. The County's Red Soils Campus is regularly used by our employees and a multitude of local citizens walking the campus grounds on a daily basis.

We thoroughly inspected each tree from the ground and initially believed that we could save most of the trees, but as we started pruning out the broken and damaged limbs from the tree canopies with our bucket truck our inspections revealed many catastrophic problems as shown in the photos below. Additionally, in the removal and cutting down of many of the trees we left 2-3 feet of trunk to allow for easy removal at a later date. We agree that in the interim it looks odd, but this is only temporary until we can get out and complete further pruning and removal work.



The reality was that the weight of the ice on many tree limbs split limbs both horizontally and vertically in many locations. As the ice and snow melted the tree limbs were able to return to their normal positions, the splits closed up, and the trees appear undamaged from the ground. We frequently found multiple splits and damage to the trunks and branches of many of our trees from which they could not recover. From a distance all looks good, but these trees had serious damage.



We contacted several arborists that we have on contract, but none would respond to our initial calls. By Thursday, February 18, 2021 we had discussed our plight with three of our arborists and they gave us recommendations and suggestions in how to deal with our inspections and potential tree removals. These professional recommendations confirmed our tree inspection guidelines and helped establish how we performed our inspections and determined if trees could survive their associated damage. Additionally we were able to walk the campus with our County Forester who helped us evaluate several of our larger and older trees and suggested options to remove or attempt to save them. We have continued to attempt to save as many of these larger trees as possible, but quite a few these trees required such severe trimming of their damaged limbs that no viable limbs were left on the tree. Ultimately we had to remove several of these larger trees due to the damage being beyond the trees ability to survive and bounce back.



Each and every county tree was inspected to determine whether to attempt to save that tree or remove it. Many of our trees were so severely damaged that it was clearly evident that they could not survive.



As a general arborist rule, the pruning of healthy trees annually should take no more than 10-20% of the canopy (foliage) or interior of the tree and a maximum of 30% (only if necessary) at any one time to prevent water spouts and weak growth. Removal of large branches, which are the scaffolds and frame of the tree should not exceed 20% which may cause the tree to become unstable and weak. Normal pruning only removes branches up to 2" thick. For many of the trees which we are still attempting to save, much more than 30% has already been removed, and additional pruning may be required in the near future. There will also be an added long-term maintenance and cost to trying to save the trees that had to be heavily pruned in order to get them back to a healthy stage.



Our Ash or similar trees were the largest type of tree affected by this event. We found this to be consistent countywide and it is also clearly evident as you drive down the Highway 213 corridor towards I-205 where you can visibly see a large number of similar trees have been removed along the highways.



We began conversations with the City of Oregon City on the Tuesday after the storm as we began our initial planning and recovery actions and realized the true extent and widespread damage and devastation that we were facing. So far we've had four discussions with the City of Oregon City Planning Department to discuss our current situations, on-going recovery plans and our future replanting plans. Sometimes nature itself disrupts our plans and we have to adjust.

Clackamas County will be replanting at least one tree for every tree that has been removed from county properties so far and is fully committed to conservation efforts and environmentally friendly operations.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Jorgensen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeff Jorgensen
Facility Management Director
Clackamas County

EXHIBIT E

ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means **Earthworks Landscape Services, Inc.** and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental

Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of

flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

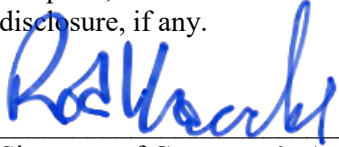
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rod Kacalek Vice President

Name and Title of Contractor's Authorized Official

EXHIBIT F
CONTRACTORS PROPOSAL AND INVOICE



OLCB# 6834

April 13, 2021

Clackamas County Facilities Management
Rick Cole
1710 Red Soils Ct., #200
Oregon City, OR 97045

Rick,

Per our conversation, please see the following proposal for emergency tree removal and storm cleanup following the February ice storm.

EMERGENCY TREE WORK:

- **This work includes emergency mobilization, hazard tree felling, chipping of debris, disposal/hauling of chips on site, chippers, excavator, equipment and trucks, operators and labor.**
- **257 broken/hazardous trees at a per unit cost of \$1,360.90 per tree = \$349,619.63**

STORM CLEANUP:

- **Cleanup downed branches under 3" and general storm cleanup. This work is billed out according to the FEE SCHEDULE agreement on our existing grounds maintenance contract for \$28,379.00 (545.75 mh).**

Apply liquid and granular de-icer on 2/12/21 at 7 county locations per Rick Cole \$895.00

Earthworks Landscape Service, Inc. is proud to be of service to Clackamas County and provide top quality service and timing thru this historic event!

Sincerely,

Rod Kacalek
Sec/Treas.



Earthworks Landscape Service Inc.

PO Box 406
Hubbard, OR 97032
Office: 503-678-7744

www.Earthworks-Landscape.com

Invoice

Date	Invoice #
4/14/2021	24701

Bill To
Clackamas County 2051 Kaen Rd. Oregon City, OR 97045

Site Address

P.O. No.	Terms	Due Date	Project
10244-21		3/17/2021	

Description	Amount
Emergency Tree Work: This includes emergency mobilization, hazard tree felling, chipping of debris, disposal/hauling of chips on site, chippers, excavator, equipment & trucks, operators & labor: 257 broken/hazardous trees at a per unit cost of \$1,360.90	349,619.63
Storm Cleanup: Cleanup downed branches under 3" and general storm cleanup. This work is billed according to the Fee Schedule agreement on our existing grounds maintenance contract for 545.75 man hours	28,379.00
Apply liquid and granular de-icer on 2-12-21 at 7 county locations per Rick Cole	895.00

We appreciate your business!	Subtotal	\$378,893.63
	OR CAT Recovery (0.0%)	\$0.00
	Balance Due	\$378,893.63



FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

1710 Red Soils Court, Suite 200 \ Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Public Improvement Contract with Johnson Controls, Inc. for the Brooks Building Rooftop Unit Replacement Project

Purpose/ Outcomes	Execution of a contract between the Facilities Management, and Johnson Controls, Inc., for installation of four (4) rooftop units on the Brooks building.
Dollar Amount and Fiscal Impact	Total contract value is \$302,072.00
Funding Source	420 County Capital Projects Fund
Duration	Substantial Completion: September 30, 2021 Final Completion: October 31, 2021
Previous Board Action	Issues hearing May 18, 2021
Strategic Plan Alignment	1. Build (Maintain) a Strong Infrastructure 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	April 22, 2021 Counsel Initials: AN
Procurement Review	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Paul Landaas, Facilities Management, Building Systems Supervisor – 503-557-6420

BACKGROUND:

Facilities Management is tasked with providing safe, clean, well-functioning buildings for the use of our County staff and the public which are served. The current HVAC system at the Brooks Building is over 20 years old. Parts and maintenance of the existing Trane Inellipak SFHFC40 rooftop units have reached their end-of-life cycle. Clackamas County solicited bids from qualified contractors for the installation of quantity four (4) -York JV40, Carrier or substantially equivalent packaged outdoor rooftop units.

This contract is for the procurement & installation of the equipment needed to replace the existing Rooftop Units that are currently on the building. This contract will cover required bonds and permits, the removal and disposal of existing equipment, and all incidentals needed or required to deliver a complete, operating system.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on March 1, 2021. Bids were publically opened April 1, 2021. The County received five (5) bids: River City NW Mechanical, \$521,725.65; Apex Mechanical, LLC; \$498,000.00; North Pacific Mechanical; \$248,620.00; Coolsys Commercial & Industrial Solutions; \$327,954.00; and Johnson Controls, Inc; \$302,072.00. At the time of the public bid opening, North Pacific Mechanical was the low bid but failed to complete the required bid bond as advertised within the published bid package. It was determined that North Pacific Mechanical had submitted an incomplete bid and thus their bid was rejected. The Award was made to the next lowest responsive bidder, Johnson Controls, Inc.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Facilities Management and Johnson Controls, Inc., for the Brooks Building Rooftop Unit Replacement Project.

Respectfully submitted,



Elizabeth Comfort, Director
Finance






BCC Staff Report - Brooks Building RTU Replacement - 05-11-21

Final Audit Report

2021-05-13

Created:	2021-05-13
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABOwKUAGBg3f18m4mFAozWwylcLnZgjrj

"BCC Staff Report - Brooks Building RTU Replacement - 05-11-21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-05-13 - 1:13:14 AM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-05-13 - 1:13:37 AM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-05-13 - 4:45:39 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-05-13 - 4:46:03 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.
2021-05-13 - 4:46:03 PM GMT



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #3985

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Johnson Controls, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2021-14 Brooks Building Rooftop Unit Replacement Project**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **three hundred two thousand seventy-two dollars (\$302,072.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named Jessica Hines as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Paul Landaas as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Jessica Hines shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Rick Viaene shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Ryan Smith shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 30, 2021

FINAL COMPLETION DATE: October 31, 2021

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

9. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

10. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

11. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Johnson Controls, Inc.
4011 SE International Way
Milwaukie, Oregon 97222

Contractor CCB # 65320 Expiration Date: 3/27/2023
Oregon Business Registry # 000864-21 Entity Type: FBC State of Formation: Wisconsin

Signature page to follow.

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Johnson Controls, Inc.

Clackamas County

Rick Viasne

4/19/2021

Authorized Signature

Date

Chair

Date

Installation Manager

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

[Signature]

04/22/2021

County Counsel

Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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Section B-7..... Supplemental General Conditions

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Section B-9..... Performance Bond

Section B-10..... Payment Bond

Section B-11..... Project Information, Plans, Specifications and Drawings

Section B-12..... Insurance



CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-14
Brooks Building Rooftop Unit Replacement Project
March 1, 2021

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Brooks Building Rooftop Unit** Project until **April 1, 2021, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-14-21.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Project Estimate: \$625,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

A **Mandatory Pre-Bid Conference** will be conducted on **March 17, 2021 at 10:00 AM**. Bidders shall meet with County representatives at the project site located at **9101 SE Sunnybrook Blvd., Clackamas OR 97015** for that purpose. Attendance will be documented through a sign-in sheet prepared by the County representative. Prime bidders who arrive more than **ten (10) minutes** after the start time of the meeting (as stated in the solicitation and by the County’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project. **All attendees will be required to adhere to state/county social distancing requirements as well as provide their own face covering or mask.**

Bids will be opened and publicly read aloud via the Zoom computer application after the Bid Closing. Bid results will also be posted to the ORPIN listing shortly after the opening.

Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2020), Supplemental General Conditions, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the

price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by

impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner

reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for

receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the

submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: #2021-14 Brooks Building Rooftop Unit Replacement Project

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. **A Mandatory Pre-Bid Conference** will be conducted on **March 17, 2021 at 10:00 AM**. Bidders shall meet with County representatives at the project site located at 9101 SE Sunnybrook Blvd., Clackamas OR 97015 for that purpose. Attendance will be documented through a sign-in sheet prepared by the County representative. Prime bidders who arrive more than ten (10) minutes after the start time of the meeting (as stated in the solicitation and by the County’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project. **All attendees will be required to adhere to state/county social distancing requirements as well as provide their own face covering or mask.**
2. **Submission of Bids by email: Closed buildings- COVID** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, April 1, 2021. The Bid must be emailed to the following address: Procurement@clackamas.us. **The email subject line must read “Bid for #2021-14 Brooks Building Rooftop Unit Replacement Project.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.
Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/89685377073?pwd=aDdGT0RlcmZNRWdhNWQvdzZxMED2UT09>

Meeting ID: 896 8537 7073

Passcode: 212328

One tap mobile

+16699006833,,89685377073# US (San Jose)

+12532158782,,89685377073# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)

Meeting ID: 896 8537 7073

Find your local number: <https://clackamascounty.zoom.us/j/89685377073>

**The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.

- 3. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: Johnson Controls Inc

Total Contract Amount: 302,072.00

Project Name: #2021-14 Brooks Building Rooftop Unit Replacement Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
Demo existing Units	
Set and anchor curb adaptors	
Set, anchor, and connect new units	
Startup new Units	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Jacked Co Address City/St/Zip Wilsonville OR 97070 Phone# 503.936.1866 OCCB#	Crane Pick	\$25,882.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name ISAT Address 14325 NE Airporthy Way, Suite 101 City/St/Zip Portland OR 97230 Phone# 503.252.4423 OCCB#	Structural Engineer	\$2,094.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Trane US Address 7257 SW Kable Ln City/St/Zip Tigard OR 97223 Phone# 503-620-8031 OCCB#	Building Automation System	\$4706.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Carlson Testing Inc Address 8430 SW Hunziker City/St/Zip Tigard OR 97223 Phone# 503 684-3460 OCCB#	Inspector	\$894.12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name: Johnson Controls Inc
 Project Name: #2021-14 Brooks Building Rooftop Unit
 Replacement Project

Total Contract Amount: 302,072.00

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor: Johnson Controls Inc

Project: #2021-14 Brooks Building Rooftop Unit Replacement Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Valar Consulting Engineering	Seismic Engineer	3/29/2021	3/29/2021	Norm Faris	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$3,000		ESB
Armodeo Structural Engineering	Seismic Engineer	3/29/2021	3/29/2021	Richard Armodeo	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			ESB
Magnum Opus Engineering	Seismic Engineer	3/29/2021	3/29/2021	Mariola Sullivan	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			ESB/WBE
MADDEN & BAUGHMAN ENGINEERING, INC	Seismic Engineer	3/29/2021	3/29/2021	Jerome Madden	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			ESB
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: #2021-14 Brooks Building Rooftop Unit Replacement Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

<u>LIST ALL SUBCONTRACTORS BELOW</u> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-14 Brooks Building Rooftop Unit Replacement Project

We, Johnson Controls, Inc., as "Principal,"
(Name of Principal)

and Liberty Mutual Insurance Company, an MA Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10%)

Ten Percent of Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 23rd day of March, 20 21.

Principal: Johnson Controls, Inc.

Surety: Liberty Mutual Insurance Company

By: [Signature]
Signature

By: [Signature]
By: Attorney-In-Fact

Attorney-in-Fact, Donna Planeta
Official Capacity

Eric Strba
Name

Attest: Corporation Secretary
Katie Pryor, Witness

175 Berkeley Street
Address

Boston, MA 02116
City State Zip

(617) 357-9500 x41177 Phone (866) 548-6573 Fax



DELEGATION OF AUTHORITY

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on July 29, hereby authorizes:

Donna Planeta
Assistant Client Service Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this 3rd day of July 2020.

A handwritten signature in cursive script, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol
Executive Director Risk Management



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204502-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Krower; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2021.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2021-14 Brooks Building Rooftop Unit Replacement Project
BID CLOSING: April 1, 2021, 2:00 PM, Pacific Time
BID OPENING: April 1, 2021, 2:05 PM, Pacific Time

FROM: Johnson Controls Inc
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division - Attention George Marlton, County Procurement Officer
2051 Kaen Road
Oregon City, OR 97045

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
b. A partnership registered under the laws of the State of ...; or
X c. A corporation organized under the laws of the State of Wisconsin; or
d. A limited liability corporation organized under the laws of the State of ...;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

Three Hundred & Two Thousand Seventy Two Dollars (\$ 302,072.00)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• ADDENDA numbered 1 through 3, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**.

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the Clackamas County General Conditions:

UNIT PRICE #1:	Equipment	ADD or DEDUCT: \$ <u>221,657.00</u>
UNIT PRICE #2:	Materials	ADD or DEDUCT: \$ <u>2,181.00</u>
UNIT PRICE #3:	Permits	ADD or DEDUCT: \$ <u>4,500.00</u>
UNIT PRICE #4:	Labor	ADD or DEDUCT: \$ <u>40,158.00</u>
UNIT PRICE #5:	Subcontractors	ADD or DEDUCT: \$ <u>33,576.00</u>

4. The work shall be completed within the time stipulated and specified in the contract documents.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Willis Towers Watson

(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned **HAS**, **HAS NOT** (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and **DOES**, **DOES NOT** (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 65320. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is Old Republic Insurance Co, Policy No. MWC 313943 20, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: <u>Jessica Hines</u> ,	Cell Phone: <u>971-420-3095</u> ,
Project Manager: <u>Rick Viaene</u> ,	Cell Phone: <u>971-202-3971</u> ,
Job Superintendent: <u>Ryan Smith</u> ,	Cell Phone: <u>503-519-6287</u> ,
Project Engineer: _____,	Cell Phone: _____.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM	<u>Johnson Controls Inc</u>
ADDRESS	<u>4011 SE International Way</u> <u>Milwaukie OR 97222</u>
TELEPHONE NO	<u>971-420-3095</u>
EMAIL	<u>Jessica.Hines@jci.com</u>
SIGNATURE 1)	_____ Sole Individual
or 2)	_____ Partner
or 3)	 _____ Authorized Officer or Employee of Corporation

***** **END OF BID** *****

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-14 Brooks Building Rooftop Unit Replacement Project

BID OPENING: April 1, 2021, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form (“Form”) must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

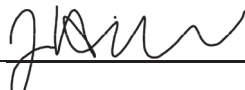
List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter **“NONE”** if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	Jacked Co	\$25,882.00	Crane Pick
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Johnson Controls Inc

Bidder Signature:  Phone # 971-420-3095



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS**

PROJECT: #2021-14 Brooks Building Rooftop Unit Replacement Project

The following modifies the January 1, 2020 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

Good Faith Effort

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.



CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS January 1, 2020

INSTRUCTIONS: The attached **Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions")** apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

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**CLACKAMAS COUNTY GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS
("County General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

APPROVED BY CONTRACTING AGENCY, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

- B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

- B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SUBCONTRACTS AND ASSIGNMENT

- B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.9 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

B.10 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

B.11 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.13 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.14 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

SECTION C
WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____
Dated: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who

are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing Project Site conditions; or
 - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
 - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
 - (f) If Contractor is otherwise in breach of any part of the Contract; or
 - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, 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 provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L.9 INTERPRETATION

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 DEBT LIMITATION

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

L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

L. 12 SURVIVAL

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

L.13 SEVERABILITY

If any provision of this Contract is declared by a court to be unenforceable, 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 provision held to be invalid.

L.14 ACCESS TO RECORDS

L.14.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.14.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.15 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

L. 16 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No.: 015213823
 Solicitation: #2021-14
 Project Name: Brooks Building Rooftop Unit Replacement Project

Liberty Mutual Insurance		Bond Amount No. 1:	\$ <u>302,072.00</u>
<u>Company</u>	(Surety #1)	Bond Amount No. 2:*	\$ _____
	(Surety #2)*	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, Johnson Controls, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Three Hundred Two Thousand Seventy Two and 00/100 Dollars (\$302,072.00) (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 20th day of April, 2021.

PRINCIPAL: Johnson Controls, Inc.

By: 

Signature

Donna Planeta, Attorney-in-Fact

Official Capacity

Attest: 

Holly Buffam, Witness Corporation Secretary

SURETY: Liberty Mutual Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Bryan M. Caneschi, Attorney-in-Fact

Name



Signature

175 Berkeley Street

Address

Boston MA 02116

City State Zip

(617) 357-9500, x41177 / N/A

Phone Fax



DELEGATION OF AUTHORITY

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on July 29, hereby authorizes:

Donna Planeta
Assistant Client Service Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this 5th day of July 2020.

A handwritten signature in cursive script, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol
Executive Director Risk Management



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204502-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Cancschi; Cassandra Bacz; Donna M. Planeta; Eric Strba; Jacqueline Susco; Jance Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Kowner; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 015213823
Solicitation: #2021-14
Project Name: Brooks Building Rooftop Unit Replacement Project

Liberty Mutual Insurance Company _____ (Surety #1)	Bond Amount No. 1:	\$ <u>302,072.00</u>
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, Johnson Controls, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Three Hundred Two Thousand Seventy Two and 00/100 Dollars (\$302,072.00) (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 20th day of April, 2021.

PRINCIPAL: Johnson Controls, Inc.

By: 
Signature

Donna Planeta, Attorney-in-Fact
Official Capacity

Attest: 
Holly Buffam, Witness Corporation Secretary

SURETY: Liberty Mutual Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Bryan M. Caneschi, Attorney-in-Fact

 Name

Signature

175 Berkeley Street

Address

Boston MA 02116

City State Zip

(617) 357-9500, x41177 / N/A

Phone Fax



DELEGATION OF AUTHORITY

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on July 29, hereby authorizes:

Donna Planeta
Assistant Client Service Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this 3rd day of July 2020.

A handwritten signature in cursive script, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol
Executive Director Risk Management



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204502-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Jane Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Knowler; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2021



By: Renee C. Llewellyn, Assistant Secretary

April 20, 2021

Johnson Controls, Inc.
Attn: Chrissy Hatfield
4011 S.E. International Way, Suite 605
Milwaukie, OR 97222-8826

RE: Bond Number: 015213823
Obligee: Clackamas County
Description: #2021-14 Brooks Building Rooftop Unit Replacement Project

Attached is the completed document per your request. This was issued based upon the information you provided to our office and we urge you to check all of the information for accuracy (i.e. Power of Attorney, signatures, dates, amounts, description, etc.).

Please verify that the form attached is the form required.

If a premium is charged, our invoice will follow under a separate cover. Please note the premium payment for this bond is due upon receipt.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact any member of your Willis Towers Watson Surety Team.

Sincerely,

Sam Begun



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2021-14 Brooks Building Rooftop Unit Replacement Project

PROJECT LOCATION: Brooks Building, 9101 SE Sunnybrook Blvd., Clackamas, OR 97015.

PROJECT OVERVIEW

The current HVAC system at the Brooks Building is over 20 years old. Parts and maintenance of the existing Trane Inellipak SFHFC40 rooftop units have reached their end-of-life cycle. As such, Clackamas County Facilities Maintenance (“CCFM”) are in need of replacing the rooftop units at this time.

Clackamas County is soliciting bids from qualified contractors for the installation of quantity four (4) - York JV40, Carrier or substantially equivalent packaged outdoor rooftop units. These units are to replace the Trane Intellipak SFHFC40 units that are currently on the building. Bidders are required to review the job scope and base their bids accordingly. Clackamas County is not responsible for extra costs due to an incomplete bid.

LICENSING

Subcontractors must be currently licensed in good standing with the Oregon Construction Contractor’s Board.

PROJECT SCOPE

The contractor shall supply all materials to complete their portion of the project in compliance with all local codes and regulations according to detailed requirements specified below. This is a MECHANICAL project, and must follow the specified criteria in the job scope, or, as needed and directed by the County.

The resulting contract and job scope is for the procurement & installation of the equipment needed to replace the existing Trane SF Model Intellipaks that are currently on the building. This contract will cover required bonds and permits, the removal and disposal of existing equipment, and all incidentals needed or required to deliver a complete, operating system.

GENERAL REQUIREMENTS

1. This bid request is for the purchase & installation of the equipment needed to complete the project as laid out in the scope.
2. The Contractor shall apply and pay for all necessary permits to perform the work associated with or described in this BID.
3. It is understood that work to be performed by the Contractor is based upon the specified structure in the existing location and condition and that Clackamas County assumes no responsibility and makes no guarantee or representation as to the condition thereof subsequent to the execution of the contract.
4. The contractor shall furnish the County with an industry standard written warranty for the installation of the equipment.

5. The contractor shall provide related operation manuals, if any pertain, and system operational training to designated County staff.
6. Clackamas County will provide potable water access and 120v power supply for Subcontractor's operations. Any additional requirements or needs of the Contractor shall be included in the bid proposal.
7. Work days are generally Monday through Friday. Work hours are 7:00am to 6:00 pm. The County will discuss actual work hours and days with the awarded Contractor.

DETAILED REQUIREMENTS

Clackamas County Facility Management Department is responsible for the overall operation, timeline and verification of the completion of the project. Electrical service and any other electrical work (other than wiring) will be done in-house.

1. CONTRACTOR:

- a. The contractor is responsible for the procurement & installation of the York JV40, Carrier, or substantially equivalent packaged rooftop units as a replacement for the Trane SFHFC40 units currently on the building.
- b. Contractor is responsible for the procurement & installation of the correct seismic rated adaptor curbs needed to adapt to the new packaged rooftop units.
- c. Contractor is responsible for the procurement, installation and wiring of the UVDI duct mounted UV lights into each new unit.
- d. Contractor is responsible for the wiring and integration of the controls of the new units into the current BAS system. Current system is the Tracer/Summit BAS system Version 17.00.0228 Service Pack 18. This may entail the procurement and installation of a 3rd party LON field server for communication to the units.
- e. Contractor is responsible for coordinating with JCI or Carrier for the onsite startup of the units by a factory certified technician.
- f. Contractor is responsible for new gas regulators and installation of necessary piping needed to install the new units.
- g. Contractor is responsible for the removal and disposal of the Trane SF units currently on the building.
- h. Work to start after the notification to the awarded bidder and with the direction from the CCFM Building Systems – HVAC division.

Required Rooftop Unit Specifications:

40-Ton Packaged Outdoor Rooftop Units
R-410a DX refrigeration system
Indirect fired natural gas heat
Aluminized steel heat exchanger
400 MBH input
2 stages
Economizer
Centrifugal supply fan w/ VFD

Power exhaust fan / VFD
2" MERV-10 filters
Bottom discharge/bottom return duct connections
460V/3ph power
Factory controller w/ BACnet
Disconnect switch
Powered convenience outlet
Phase monitor
1 year party only warranty
5 year VFD warranty parts only
5 year compressor warranty parts only
10 year aluminized steel heat exchanger warranty parts only
Seismic rated adaptor curbs (QTY 4)
Onsite Startup of units by factory certified technician

UVDI Duct Mounted UV Lights
Duct area must allow for air face velocity below 500 fpm for optimized airstream disinfection
Field installed and field wired by installing contractor
3rd party Field Server for LON communication to equipment

Project Estimate: \$625,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued
Substantial Completion: June 30, 2021
Final Completion: July 30, 2021

The Scope further includes the following Plans, Specifications and Drawings:

- Floor Plan- Roof HVAC, Sunnybrook Building- M155

7/15/2011 2:54:32 PM These drawings and their content are the property of SERA Architects Inc. and are to be used only on this project. Reproduction of any part of this material without the express written permission of SERA Architects Inc. is prohibited. SERA ARCHITECTS COPYRIGHT 2008

SHEET KEYNOTES

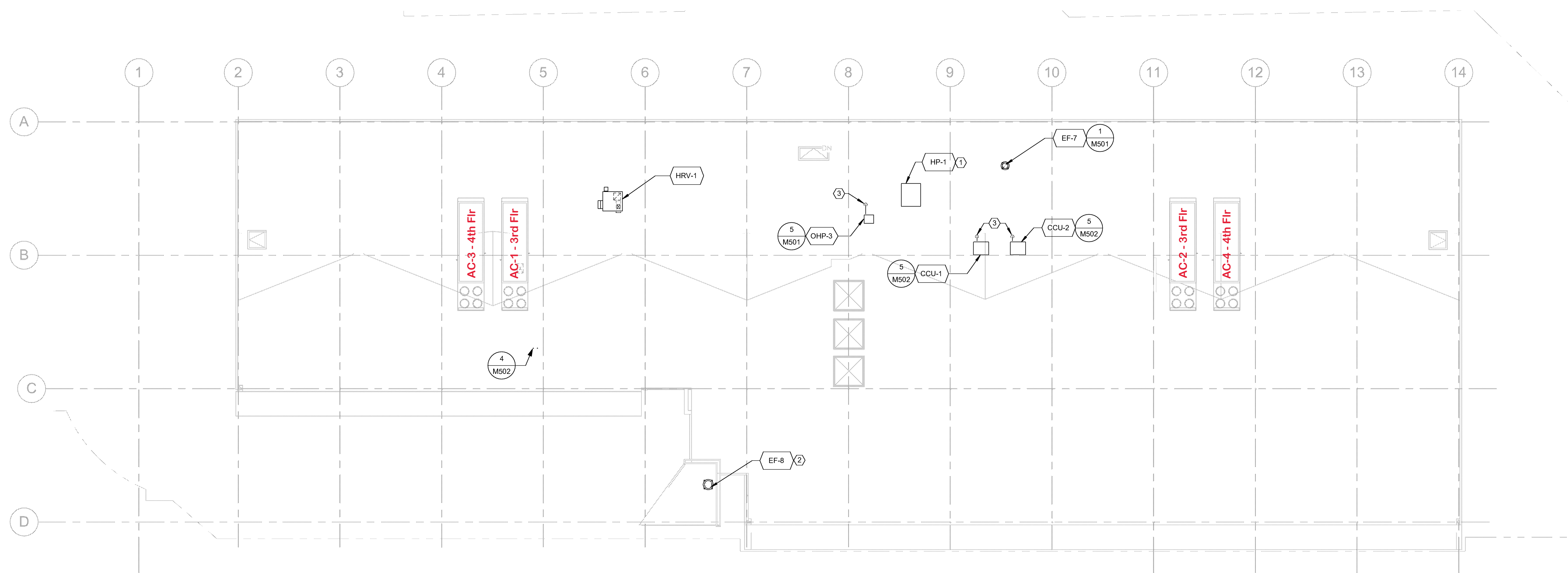
- 1 REPLACE EXISTING HEAT PUMP WITH NEW UNIT. MOUNT NEW HEAT PUMP (HP-1) ON EXISTING UNIT CURB.
- 2 REPLACE EXISTING SUPPLY FAN WITH NEW EXHAUST FAN (EF-8). MOUNT NEW FAN ON EXISTING CURB. PROVIDE CURB ADAPTERS AS REQUIRED.
- 3 REFRIGERANT PIPING DOWN TO COMPUTER ROOM AIR CONDITIONING UNIT. SEE DETAIL 8M501 FOR ROOF PIPING PENETRATION.



ARCHITECTURE
URBAN DESIGN + PLANNING
INTERIOR DESIGN

338 NW 6TH AVENUE
PORTLAND OREGON 97209
P: 503.445.7372
F: 503.445.7395
SERAPDX.COM

THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. SERA ARCHITECTS HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.



1 FLOOR PLAN - ROOF - HVAC
1/16" = 1'-0"

SUNNYBROOK BUILDING REMODEL

Clackamas County
9101 SE Sunnybrook Blvd
Clackamas County, Oregon 97210

REVISIONS

CHECKED BY:
ISSUE DATE: 31 MAY 2011
PROJECT NO.: 091421

PROJECT 2009-0051
CONTACT: Stern Heiple

708 SW Third Ave
Suite 400
Portland, OR 97204
TEL: 503.382.2266
FAX: 503.382.2262
www.interfaceengineering.com

Floor Plan - Roof - HVAC

M155

RECORD DRAWINGS



INVITATION TO BID #2021-14
Brooks Building Rooftop Unit Replacement Project
ADDENDUM NUMBER 1
March 23, 2021

On March 1, 2021, Clackamas County (“County”) published Invitation to Bid #2021-14 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The following changes are hereby made to the Project Information, Plans, Specifications and Drawings:

Remove and replace Key Dates with the following:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: September 30, 2021

Final Completion: October 31, 2021

End of Addendum #1

Johnson Controls, Inc.

4011 SE International Way, #605
Milwaukie, OR 97222-8826
Main 503-305-2000
Fax 503-654-1158
CCB # 65320



To:	Paul Landaas Clackamas County Facilities Management 1710 Red Soils Ct. STE #200 Oregon City, OR 97045
Date:	April 1, 2021
Project:	Brooks Building Rooftop Unit Replacement Project

Johnson Controls is pleased to provide the following proposal to provide and replace (QTY 4) 40ton Trane Intellipak units with York Package Units for Clackamas County Brooks Building.

Scope:

Unit Tag	Model	Unit Size	Qty.
RTU	YV40	40 Tons	4

Scope of Supply:

- Demo existing Trane RTU's
- Coordinate crane pick to set adaptor curbs
- Coordinate crane pick to remove Trane units & place new York RTUs
- Finish setting and connecting new units
- Install duct mounted UV-C for each unit
- Integrate existing Trane Tracer Summit controls with new units
- Startup and test unit operation
- Clean up work area
- Dispose of Trane RTUs
- Work Hours; M-F 7:00 am – 5:00 pm Included

York Units to be Supplied:

- (4) JCI Packaged Outdoor Rooftop Units
 - Replacement of existing Trane models SF
- R-410a DX refrigeration system
- Indirect fired natural gas heat
 - Aluminized steel heat exchanger
 - 400 MBH input
 - 2 stages
- Economizer
- Centrifugal supply fan w/ VFD
- Power exhaust fan / VFD

- 2" MERV-8 filters
- Bottom discharge/bottom return duct connections
- 460V/3ph power
- Factory controller w/ BACnet
- Disconnect switch
- Powered convenience outlet
- Phase monitor
- 1 year party only warranty
- 5 year VFD warranty parts only
- 5 year compressor warranty parts only
- 10 year aluminized steel heat exchanger warranty parts only
- Seismic rated adaptor curbs (QTY 4)
- Onsite Startup of units by factory certified technician
- UVDI Duct Mounted UV Lights
 - Duct area must allow for air face velocity below 500 fpm for optimized airstream disinfection
 - Field installed and field wired by installing contractor
- 3rd part Field Server for LON communication to equipment
 - 1 Field Server per unit

THIS PROPOSAL DOES NOT INCLUDE:

- All electrical to be provided by Clackamas County
- All external seismic calculations and restraints provided by others
- Air Balancing
- Thermostats by others
- Controls by others
- Commissioning by others
- Submittals for existing Trane controls
- Any external spring vibration isolation not included

PRICE SUMMARY

Project Description	Price
Equipment	\$221,657.00
Materials	\$2,181.00
Permits	\$4,500
Labor	\$40,158.00
Subcontractors	\$33,576.00

TERMS

- All equipment is FOB Factory, Freight allowed. Contract Terms & Conditions per this proposal.
- Payment Terms subject to credit approval.
- Equipment warranty is from day of installation.

This proposal is valid until: June 30 2021

Submitted By:

Jessica Hines

jessica.hines@jci.com

971.420.3095 Direct

Johnson Controls, Inc.
 4011 SE International Way, #605
 Milwaukie, OR 97222-8826
 Main 503-305-2000
 Fax 503-654-1158



This proposal is hereby accepted and JCI is authorized to proceed with the work
(Subject to credit approval by JCI Milwaukie, WI)

This proposal is hereby accepted and JCI is authorized to proceed with the work <i>(Subject to credit approval by JCI Milwaukie, WI)</i>	
	Jessica Hines
Purchaser / Company Name (print)	Proposal Offered By / JCI
Signature - Purchaser	Signature
	April 1 2021
Date	Date



May 20, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Resolution for a Clackamas County Development Agency
 Supplemental Budget (Less than Ten Percent and Budget Reduction)
For Fiscal Year 2020-2021

Purpose/Outcome	Approval of a Resolution for supplemental budget change for FY 2020-2021.
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$337,507.
Funding Source	Urban Renewal – Tax Increment Financing
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020 Issues: May 11, 2021
Strategic Plan Alignment	Build public trust through good government
Counsel Review	Reviewed and approved by County Counsel on 5-10-21 (NB)
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	David Queener, Development Agency Program Coordinator 503.742.4322

BACKGROUND:

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by the Development Agency in keeping with a legally accurate budget.

The Development Agency is coordinating the closure of Fund 350 - Clackamas Town Center Area Debt Service Fund with Finance this Fiscal Year (2020-2021) because the CTC Area is no longer collecting tax increment revenue and the district has no outstanding debt service. Accordingly, the Development Agency proposes to merge the remaining dollars into the

Clackamas Town Center Area Operating Fund 450.

These changes are in compliance with ORS 294.471(1)(a) which allows for governing body approval of supplemental budget where there is an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning, and ORS 294.471(1)(b) which permits a local government to make a supplemental budget where there is a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action. Change for items ten percent or less from the expenditures in the budget as most recently amended prior to the supplemental budget, the governing body of the municipal corporation may adopt the supplemental budget at a regular meeting of the governing body pursuant to ORS 294.471(3). The required notices have been published.

Item

1 Fund 350 - Clackamas Town Center Area Debt Service Fund

Resources	Original	Change	Revised	Requirements	Original	Change	Revised
Beginning Fund Balance	12,243,305	287,507	12,530,812	Transfers	12,418,305	337,507	12,755,812
All Other Revenue Resources	175,000	50,000	225,000				
Revised Total Fund Resources			12,755,812	Revised Total Fund Requirements			12,755,812

Comments: We are coordinating the closure of Fund 350 - Clackamas Town Center Area Debt Service Fund with Finance this Fiscal Year (2020-2021) because the CTC Area is no longer collecting tax increment revenue and the district has no outstanding debt service. We will merge remaining dollars into the Clackamas Town Center Area Operating Fund

2 Fund 450 - Clackamas Town Center Area Operating Fund

Resources	Original	Change	Revised	Requirements	Original	Change	Revised
Beginning Fund Balance	1,849,966	-	1,849,966	Materials and Services	550,425	-	550,425
All Other Revenue Resources	3,347,000	337,507	3,684,507	Capital Outlay	18,084,846	-	18,084,846
Charges, Fees, License, Permits, Fines, Assessments	75,000	-	75,000	Contingency	555,000	337,507	892,507
Federal, State, Local, All Other Gifts & Donations	1,500,000	-	1,500,000	Unappropriated Ending Fund Balance	-	-	-
Other Interfund Transfers	12,418,305	-	12,418,305				
Revised Total Fund Resources			19,527,778	Revised Total Fund Requirements			19,527,778

Comments: Increase the anticipated Interfund Transfer revenue from CTC Debt Service Fund (Fund 350). This revenue is programmed in the construction budget of the Clackamas Regional Center (CRC) Mobility Improvement Project.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order in keeping with a legally accurate budget.

Respectfully submitted,

David Queener

David Queener,
Development Agency Program Supervisor

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making Appropriations for
Fiscal Year 2020-21

Resolution Order No. 2021-29

Page 1 of 2

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

WHEREAS, The Development Agency is coordinating the closure of Fund 350 - Clackamas Town Center Area Debt Service Fund with Finance this Fiscal Year (2020-2021) because the Clackamas Town Center Area is no longer collecting tax increment revenue and the district has no outstanding debt service;

WHEREAS, the Development Agency proposes to merge the remaining dollars into the Clackamas Town Center Area Operating Fund 450;

WHEREAS, the occurrences and conditions identified above were not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and therefore requires a change in financial planning;

WHEREAS, there is a pressing necessity that could not have been reasonably foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action;

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; on May 20, 2021, the Board of county Commissioners considered the supplemental budget to approve any necessary transfer to close the Clackamas Town Center Debt Service Fund (Fund 350) and to merge remaining dollars into the Clackamas Town Center Operating Fund (Fund 450);

WHEREAS; the funds being adjusted are:

- Fund 350 - Clackamas Town Center Debt Service Fund
- Fund 450 - Clackamas Town Center Operating Fund

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making Appropriations for
Fiscal Year 2020-21



Resolution Order No. 2021-29
Page 2 of 2

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED this 20 day of May, 2021.

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

Chair

Recording Secretary



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, Interim BCS Director

May 20, 2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Amendment No. 5 to the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	This amendment increases the contract value by \$44,653 bringing the maximum contract value to \$446,020.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division.
Duration	July 1, 2020 – June 30, 2021
Previous Board Action/Review	<ul style="list-style-type: none"> • July 11, 2019 – Business Meeting: Approval of Interagency Agreement for FY 2019-2020 • February 13, 2020 – Business Meeting: Approval of Amendment No.1 to the Interagency Agreement between NCPRD and H3S-Social Services division • May 21, 2020 – Business Meeting: Approval of Amendment No.2 to the Interagency Agreement between NCPRD and H3S-Social Services division • June 25, 2020 – Business Meeting: Approval of Amendment No.3 to the Interagency Agreement between NCPRD and H3S-Social Services division • July 30, 2020 – Business Meeting: Approval of Amendment No.4 to the Interagency Agreement between NCPRD and H3S-Social Services division
County Counsel Review	JM 4/20/21
Procurement Review	No Procurement review necessary. This item is an IGA.
Strategic Plan Alignment	<p>This request for approval of Amendment 5 to the Interagency Agreement between NCPRD and H3S ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.</p> <p>The services provided in the agreement support the NCPRD goal of providing meals for older adults as the services in this agreement include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities.</p>

Contact Person	Sarah Eckman, <i>Interim BCS Director</i> , 503-742-4303 Kandi Ho, <i>Acting NCPRD Director</i> , 503-794-8001 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	9300, Amendment #5

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) requests approval of an amendment to the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations.

RECOMMENDATION:

Staff respectfully recommend the Board approve Amendment No. 5 to the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300.

ATTACHMENTS:

1. Interagency Agreement #9300 between NCPRD and H3S-Social Services division.
2. Amendment No. 5 to the Interagency Agreement between NCPRD and H3S-Social Services division.

Respectfully submitted,



Sarah Eckman, Interim Director
Business and Community Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9300

Board Agenda #: 072519-A5, 070920-A

Division: Social Services

Amendment Number: 5

Contractor: North Clackamas Park & Rec. District – Milwaukie Center

Amendment Requested By: Brenda Durbin, Social Services Division Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the contract budget of \$44,653.

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

This Amendment #5, when signed by the North Clackamas Park & Rec. District – Milwaukie Center ("NCPRD-MILWAUKIE") the Health, Housing and Human Services Department, Social Services Division ("H3S-SSD") on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:

III. Compensation and Records

A. Compensation. The maximum, not to exceed, compensation H3S-SSD will pay NCPRD-MILWAUKIE for the period of July 1, 2020 through June 30, 2021 is \$401,367; for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 6 - Budget and Units of Service - attached hereto.

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-B CARES Act Funds	93.044	\$0
Older Americans Act III-C1	93.045	\$35,447
Older Americans Act III-C2	93.045	\$122,281
Older Americans Act III-C2 (Families First & CARES Act Funds)	93.045	\$60,310
CSBG Funds for Meal Service	N/A	\$3,600
Older Americans Act III-D	93.043	\$480
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$33,705
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

To Read:

III. Compensation and Records

- A. Compensation. The maximum, not to exceed, compensation H3S-SSD will pay NCPRD-MILWAUKIE for the period of July 1, 2020 through June 30, 2021 is **\$446,020**; for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 6 - Budget and Units of Service - attached hereto.

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	<u>\$43,658</u>
Older Americans Act III-C2	93.045	<u>\$121,043</u>
Older Americans Act III-C2 (Families First & CARES Act Funds)	93.045	<u>\$86,920</u>
CSBG Funds for Meal Service	N/A	\$3,600
Older Americans Act III-D	93.043	\$480
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	<u>\$44,775</u>
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

Amend

Milwaukie Center
 Fiscal Year 2020-21

Federal Award Number	CFDA Number	Service Category	OAA III B		OAA III C1		OAA III C2		OAA III C2		OAA III D		OAA III E		Required Match		NSIP		Other State Funds		Ride Connection		TriMet		MEDICAD Funds		LHEAP Funds		Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
			Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds				
	164AORT3SS	93,044	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)											
Case Management (His)		27,098							3,013																				728	30,111	\$37.24	
Reassurance (Contacts)		5,651							628																				185	6,279	\$30.56	
Information & Assst.		11,829							1,315																				648	13,144	\$18.25	
Public Outreach		1,000							111																				20	1,111	\$50.00	
Transportation - OAA		7,799							867																				1,580	10,166	\$5.00	
OAA/NSIP Food Service									10,344																				53,500	208,174	\$2.98	
OAA Meal Site Mngt.									6,779																				53,500	89,342	\$1.54	
Site Purchased Meals-Restaurant									417																				1,000	10,167	\$9.75	
CSBG HDM Service-Houseless									0																				800	3,600	\$4.50	
Evidence Based Health & Wellness Programs									0																				8.0			
Caregiver Respite Program									0																				480	480	\$60.00	
Transportation - T19									2,307																				160	11,535	\$57.50	
Transportation Ride Con									0																				125	1,680	\$13.44	
STF Transport Van/Bus									0																				4,560	38,186	\$7.50	
Ride Con - Vehicle Maint									0																				1,943	35,059	\$18.04	
LHEAP Intakes									944																				N/A	9,194	N/A	
TOTALS		\$63,377	\$35,447	\$122,281	\$60,310	\$89,228	\$26,726	\$33,705	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$43,886	\$471,979																

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Source of OAA Match - Staff time

Contract Amount: \$401,367
 Federal Award Total: \$323,078

Except as set forth herein, H3S-SSD and NCPRD-MILWAUKIE ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

CLACKAMAS COUNTY	
Commissioner: Tootie Smith, Chair	Commissioner: Sonya Fischer
Commissioner: Paul Savas	Commissioner: Martha Schrader
	Commissioner: Mark Shull
 Signing on Behalf of the Board:	
By: _____	5/20/2021
Tootie Smith, Chair	Date
 Approved as to Program Content:	
Marty Hanley <small>Digitally signed by Marty Hanley Date: 2021.04.15 11:27:31 -07'00'</small>	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.04.12 15:52:19 -07'00'</small>
_____ Marty Hanley, Human Services Supervisor NCPRD – Milwaukie Center	_____ Brenda Durbin, Director Social Services Division
_____ Date	4/12/21 _____ Date