



AGENDA

Thursday, June 6, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-30

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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 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. Second Reading of Ordinance No. 02-2013 Amending Chapter 2.07, Compliance Hearings Officer, of the Clackamas County Code and Resolution No. ____ Adopting a Change Administrative Compliance Fee (Scott Caulfield, Code Enforcement and Rhett Tatum, County Counsel)

SERVICE DISTRICT NO. 5 (Street Lighting)

(Wendi Coryell, Clackamas County Service District No. 5 will present the following five Assessment Areas)

2. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 22-12, Walmart Store
3. Board Order No. ____ Forming a 3 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 27-12, Haggart Three Lot Partition
4. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 30-12 Medical Dental Office Building
5. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 32-12, Walgreen's Pharmacy
6. Board Order No. ____ Forming a 41 Lot Assessment Area within Clackamas County Service District No. 5 Assessment Area 02-13, Sunrise Mountain View 41 Lot Subdivision

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

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ Directing Staff to Continue to Work to Finalize a Transaction between North Clackamas Parks & Recreation District and TriMet (Gary Barth, NCPRD, Dan Chandler, County Administration)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – ss
2. Approval of an Intergovernmental Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – ss
3. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Early Learning Division for the receipt of 2013-2015 Healthy Start and Early Learning Funds – *CYF*
4. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Early Learning Division for the receipt of 2013-2015 Healthy Start Families Oregon Medicaid Administrative Activities – *CYF*
5. Approval of Amendment No. 1 to a HOME Loan Agreement with Sandy Workforce Housing Limited Partnership and Northwest Housing Alternatives - – *CD*

B. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget (less than ten %) for Fiscal Year 2012-2013
2. Resolution No. _____ for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2012-2013
3. Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2012-2013

C. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *ccso*

D. Department of Emergency Management

1. Approval of a Cooperative Agreement with Welches Water Company for the use of Clackamas County Emergency Notification System

E. Technology Services

1. Approval of a Contract to Purchase a HIPATH 4000 V6 Telephone Switch and Related Software from Siemens Enterprise Communication Inc. – *Purchasing*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ for North Clackamas Parks & Recreation District to Appropriate New Revenue for Fiscal Year 2012-2013
2. Resolution No. _____ for North Clackamas Parks & Recreation District for Transfer of Appropriation for Fiscal Year 2012-2013
3. Approval of a Memorandum of Understanding with Damascus for Trillium Creek Park and Approval of Board Order No. _____ Approving the Amendment of the 2006 Metro Natural Areas Bond Measure Local Share Allocation for the North Clackamas Parks & Recreation District

VII. WATER ENVIRONMENT SERVICES

1. Board Order No. _____ for Clackamas County Service District No. 1 for the Transfer of Appropriations for Fiscal Year 2012-2013

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

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



SCOTT CAUFIELD
BUILDING CODES ADMINISTRATOR

BUILDING CODES DIVISION

DEVELOPMENT SERVICES DIVISION

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Second Reading of Ordinance Amending Chapter 2.07
Of the Clackamas County Code**

Purpose/Outcomes	The administrative fee will provide revenue to defray the cost of administering the Code Enforcement program
Dollar Amount and Fiscal Impact	This administrative fee is anticipated to generate \$100,000 to \$125,000 per year
Funding Source	This fee will be paid by property owners who own property containing single or multiple verified violation(s)
Safety Impact	No impact
Duration	Fee will be assessed beginning Wednesday September 4, 2013
Previous Board Action/Review	10/25/11 BCC authorized the development of an administrative fee; 1/23/13 Code Enforcement Planning Session; 4/16/13 Fees, Fines and Collections Study Session; 5/9/13 First reading of the ordinance
Contact Person	Scott Caufield, Building Codes Administrator – DTD Code Enforcement 503-742-4747

BACKGROUND:

Following a planning session on January 23, 2013, the Board directed DTD to proceed with a number of changes to the County's Code Enforcement program.

On April 16, 2013, the Board held a follow-up study session on the changes which require an amendment to Chapter 2.07 of the County Code. The Board indicated staff should move forward with changes creating CCC 2.07.030(E). This section is on a separate track from the other suggested policy changes because of the revenue implications.

The purpose of the amendments would:

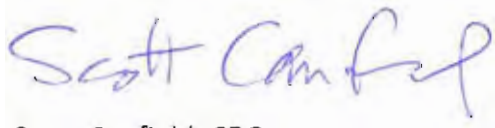
- (1) Establish a \$75 dollar a month administrative compliance fee every thirty days or fraction thereof, until the violation is abated.

First reading of the ordinance amending Chapter 2.07 of the Clackamas County Code occurred on Thursday, May 9, 2013.

Recommendation

Staff respectfully recommends the Board of County Commissioners read the proposed Ordinance by title only and hold a hearing scheduled for June 6, 2013

Respectfully submitted,

A handwritten signature in blue ink that reads "Scott Caufield". The signature is written in a cursive style and is positioned above the printed name and title.

Scott Caufield, CBO
Building Codes Administrator

ORDINANCE NO. 02-2013

An Ordinance Amending Chapter 2.07, Compliance Hearings Officer, of the Clackamas County Code

WHEREAS, over time it has become necessary to make changes to the County's code enforcement program; and

WHEREAS, following public outreach, the Board of County Commissioners directed staff to identify and propose those changes; and

WHEREAS, as part of its review, County Code Enforcement staff determined that an administrative compliance fee of seventy-five dollars per month from the date a violation was verified would make the program more financially sustainable and encourage voluntary compliance; and

WHEREAS, the Board of County Commissioners determined that this fee should be adopted independently of the other changes to allow the Code Enforcement Program to collect this revenue; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 2.07 of the Clackamas County Code is hereby amended as shown in Exhibit A attached hereto.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 2.07

2.07 COMPLIANCE HEARINGS OFFICER

2.07.010 Philosophy and Purpose

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

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

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

2.07.020 Jurisdiction Of Compliance Hearings Officer

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

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

2.07.030 Process for Enforcement of Code

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

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

4. The County, in its discretion, may proceed directly into the state court system in any matter to secure compliance with the requirements of this Code. [Added by Ord. 4-2003, 3/13/03]

E. Administrative Compliance Fee

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

FE. Immediate Remedial Action

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

2.07.040 Request For Hearing/Initiation of Proceedings

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

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

2.07.050 Notice of Hearing

- A. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 days prior to the hearing date.

- B. The Compliance Hearings Officer shall cause notice of the hearing to be given to the respondent(s) either personally or by registered mail with return receipt requested. Notice may be delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.
- C. The failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this Chapter.

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

2.07.060 Statement of Rights

- A. The Compliance Hearings Officer shall inform each party in writing of the following matters:
 - 1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, and an explanation of the burdens of proof or burdens of production of evidence;
 - 2. That a record shall be made of the proceedings and the manner of making the record and its availability to the parties;
 - 3. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the order of the Compliance Hearings Officer;
 - 4. Whether an attorney will represent the County in the matters to be heard and the respondent's right to be represented by an attorney at their expense;
 - 5. The title and function of the Compliance Hearings Officer, including the effect and authority of the Compliance Hearings Officer's determination; and,
 - 6. That the decision of the Compliance Hearings Officer may be appealed as described in Section 2.07.130, and that the appellant shall pay all costs of the appeal including costs for preparation of a transcript.
- B. The failure to give notice of any item specified in Subsection A of this Section shall not invalidate any order of the Compliance Hearings Officer unless on review a court finds that the failure affects the substantive rights of one of the parties. In the event of such a finding, the court shall remand the matter to the Compliance Hearings Officer for a reopening of the hearing and shall direct the Compliance Hearings Officer as to what steps shall be taken to remedy any prejudice to the rights of any party.

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

2.07.070 Procedure In Compliance Hearings

- A. Hearings to determine whether a violation has occurred shall be held before the Compliance Hearings Officer. The County must prove the violation alleged by a preponderance of the admissible evidence.

- B. Unless precluded by law, informal disposition of any proceeding may be made, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
- C. A Party may elect to be represented by counsel at his/her own expense and to respond to and present evidence and argument on all issues involved.
- D. A Party may request that a hearing be held telephonically. The Compliance Hearings Officer has the discretion to grant or deny a request for a telephonic hearing for any reason.
- E. A Party may request that an appeal to the Compliance Hearings Officer be conducted solely based on written submissions by the parties, without a hearing. The Compliance Hearings Officer may grant a request for appeal based only on written submissions if, and only if, all parties agree in writing to waive a hearing and to proceed through written submission only.
- F. An order adverse to a party may be issued upon default only upon a prima facie case made on the record before the Compliance Hearings Officer.
- G. Testimony shall be taken upon oath or affirmation of the witness. The Compliance Hearings Officer may administer oaths or affirmations to witnesses.
- H. The Compliance Hearings Officer shall issue subpoenas to any party upon showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the County, shall receive fees and mileage as prescribed by law for witnesses in civil actions from the party requesting their testimony. Any party requesting the issuance of a subpoena shall pay applicable fees and mileage at the time the issuance of a subpoena is requested.
- I. If any person fails to comply with any subpoena so issued, or any party or witness refuses to testify on any matters on which he/she may be lawfully interrogated, a judge of the Circuit Court for Clackamas County, on the application of the Compliance Hearings Officer, or of the party requesting the issuance of the subpoena, may compel obedience by proceedings for Contempt as in the case of disobedience of the requirements of subpoena issued from such court or a refusal to testify therein.
- J. The Compliance Hearings Officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the Compliance Hearings Officer on a fact in issue during the pendency of the proceedings. The Compliance Hearings Officer shall notify the parties of the communication and of their right to rebut such communications.
- K. The record of the case shall include:
 - 1. All pleadings, motions, and intermediate rulings;
 - 2. Evidence received;
 - 3. Stipulations;
 - 4. A statement of matters officially noticed;
 - 5. Questions and offers of proof, objections, and ruling thereon;
 - 6. A statement of any ex parte communications on a fact in issue made to the Compliance Hearings Officer during the pendency of the proceedings;
 - 7. Proposed findings and exceptions; and
 - 8. The final order prepared by the Compliance Hearings Officer.

- L. A verbatim, written or mechanical record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court review. The Compliance Hearings Officer shall charge the party requesting transcription the cost of transcription in advance. Failure to pay the transcription fees shall constitute a separate ground for denial of review of the decision of the Hearings Officer.
- M. Enforcement proceedings before the Compliance Hearings Officer shall be conducted in accordance with the procedure set forth in this Chapter. The Compliance Hearings Officer may promulgate reasonable rules and regulations, not inconsistent with this Chapter, concerning procedure and the conduct of hearings.

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

2.07.080 Presentation of Evidence

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

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

2.07.090 Powers Of The Compliance Hearings Officer

- A. The Compliance Hearings Officer shall order a party found in violation to comply within such time as the Compliance Hearings Officer may by order allow. The order may require such party to do any and all of the following:
 - 1. Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;

2. Obtain any and all necessary permits, inspections and approvals;
3. Order compliance as appropriate under the State Building Code, as defined in ORS 455.010(8);
4. Install any equipment necessary to achieve compliance;
5. Pay to Clackamas County a civil penalty, the amount of which shall be determined by the Compliance Hearings Officer within the range established by the Board of County Commissioners pursuant to Section 2.07.120;
6. Reimburse Clackamas County for actual costs incurred in conjunction with the enforcement action;
7. Pay ~~an~~ administrative compliance fee described in Section 2.07.030(E); established by the Board of County Commissioners pursuant to Section 1.01.090, which will be an estimated amount of the cost of enforcement, not to exceed actual cost;
8. Order the eviction of any tenant from any property on which there exists a violation. Such an eviction will be performed in compliance with Oregon law;
9. Abate or remove any nuisance;
10. Change the use of the building, structure, or real property involved;
11. Pay a reduced forfeiture amount;
12. Undertake any other action reasonably necessary to correct the violation.

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

2.07.100 Orders Of The Compliance Hearings Officer

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the Compliance Hearings Officer's order.
- C. The Compliance Hearings Officer shall notify the respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the respondent or, if applicable, the respondent's attorney of record. The Compliance Hearings Officer shall issue a final order within 14 days from the conclusion of the hearing.
- D. Every final order shall include a citation of the ordinance or title, chapter and section under which the order may be judicially reviewed.
- E. A final order shall become effective ten calendar days after the date it is signed by the Compliance Hearings Officer unless a party makes objections to the form of the order before it becomes effective. If objections are made, the final order shall become effective on the date the Compliance Hearings Officer signs the amended final order, or the date the Compliance Hearings Officer states in writing that the final order will not be amended.

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

2.07.110 Enforcement Of Compliance Hearings Officer Orders

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

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

2.07.120 Civil Penalty

The civil penalties for this chapter of the Code, that may be imposed by the Compliance Hearings Officer, shall be set by resolution of the Board of County Commissioners
[Added by Ord. 04-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10]

2.07.130 Judicial Review

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

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

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING A
CHANGED ADMINISTRATIVE
COMPLIANCE FEE



RESOLUTION NO. _____

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

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

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

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

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

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on September 4, 2013.

DATED this 6th day of June, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fee set by ORS	ORS auth. fee	Code auth. fee	FEE AMOUNT
<p>Compliance Hearings Officer <u>Code Enforcement Section</u> - Administrative Compliance Fee</p>	<p>Code §2.07.090.A.707.030.E</p>			x	<p>\$75.00/per month or a portion thereof.</p> <p><u>Fee to be charged on the date that Code Enforcement staff first verifies a violation. Fee to be charged beginning on the earliest of the following dates:</u></p> <p><u>1. The issuance of a citation pursuant to Code §2.07.030.D, or</u></p> <p><u>2. The date</u></p>

					of filing a complaint pursuant to Code §2.07.040 when no citation is issued, or 3. The date established in a voluntary compliance agreement entered into pursuant to Code §2.07.030.B.
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DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 1 Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
22-12 Walmart Store**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering - 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for June 6, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON

A Resolution Directing Staff to Finalize a Transaction Between the North Clackamas Parks and Recreation District and TriMet

Resolution No.

Page 1 of 1

WHEREAS, North Clackamas Parks and Recreation District ("District") placed Measure 3-425 before the voters at the May 21, 2013 election as an advisory measure;

WHEREAS, Measure 3-425 asked District voters the following question:

Should the NCPRD sell a portion of the "Trolley Trail" property to TriMet, where TriMet would:

- **Sell a strip of adjacent property to NCPRD for the trail;**
- **Construct that section of the trail without cost to NCPRD; and**
- **Provide NCPRD with additional compensation to make up the difference in value.**

WHEREAS, District voters approved the question by a margin of 9516 to 7744;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT THAT:

1. Staff is directed to negotiate and finalize an agreement with TriMet that is (i) consistent with the question presented to District voters, (ii) provides that the land transaction will be fee simple for fee simple with appropriate access provisions, and (iii) will not be consummated until such time as TriMet is able to convey clear title to the subject parcels to NCPRD and other standard conditions and costs in a real estate transaction, and present such agreement for consideration by the Board at a future business meeting.

DATED this 6th day of June, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Board of the North Clackamas Parks and Recreation District

Chair

Recording Secretary

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

In the Matter of the Formation
of an Assessment Area 22-12
(Walmart Store) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 22-12 All lots in the Walmart Store development, 21E12DB 00200
and 00700; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



COPY
3

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 3 Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
27-12 Haggart Three Lot Partition**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule H; the current rate for this schedule is \$88.40 per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for June 6, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,



Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 27-12
(Haggart Three Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 27-12, Haggart Three Lot Partition, 12320 SE Ridgecrest Rd., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 27-12, Haggart Three Lot Partition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule H: \$88.40 per tax lot per year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of June, 2013, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation
of an Assessment Area 27-12
(Haggart Three Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 27-12 All lots in the Haggart Three Lot Partition development,
12E26CB 00401; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



COPY

4

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 1 Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
30-12 Medical Dental Office Building**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for June 6, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', followed by a horizontal line extending to the right.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 30-12
(Medical/Dental Office Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 30-12, Medical Dental Office Building, 11411 & 11451 SE Sunnyside Rd., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 30-12, Medical Dental Office Building, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.14 per frontage foot per tax lot each year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of June, 2013, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation
of an Assessment Area 30-12
(Medical/Dental Office Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 30-12 All lots in the Medical Dental Office Building development,
12E34D 01500, 01601 and 01602; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



COPY
5

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
32-12 Walgreen's Pharmacy

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering - 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for June 6, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 32-12
(Walgreen's Pharmacy) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 32-12, Walgreen's Pharmacy, 14621 SE McLoughlin Blvd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 32-12, Walgreen's Pharmacy, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.14 per frontage foot per tax lot each year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of June, 2013, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation
of an Assessment Area 32-12
(Walgreen's Pharmacy) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 32-12 All lots in the Walgreen's Pharmacy development, 21E12BA
03700; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



COPY

6

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 6, 2013

Board of County Commissioners
 Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 41 Lot Assessment Area
 Within Clackamas County Service District No. 5, Assessment
02-13 Sunrise Mountain View 41 Lot Subdivision**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule R; the current rate for this schedule is \$252.72 per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

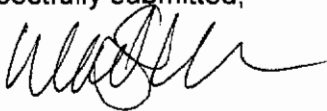
BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for June 6, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 02-13
(Sunrise Mountain View 41-Lot
Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 02-13, Sunrise Mountain View 41 Lot Subdivision, 22E01A 00590 and 00595, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 02-13, Sunrise Mountain View 41 Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule R: \$252.72 per tax lot per year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of June, 2013, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation
of an Assessment Area 02-13
(Sunrise Mountain View 41-Lot
Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 02-13 All lots in the Sunrise Mountain View 41 Lot Subdivision
development, 22E01A 00590 & 00595; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 6th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



June 6, 2013

Board of County Commissioners
Clackamas County
Sitting as the Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Resolution Directing Staff to Continue to Work to Finalize a Transaction between the North Clackamas Parks and Recreation District and TriMet

Purpose/Outcome	<i>Direction to staff to continue to finalize transaction with TriMet for the Trolley Trail transaction.</i>
Dollar Amount and Fiscal Impact	<i>This transaction is expected to result in a net payment to the NCPRD for the difference in value between property conveyed to TriMet and property received from TriMet.</i>
Funding Source	<i>N/A</i>
Safety Impact	<i>N/A</i>
Duration	<i>N/A</i>
Previous Board Action/Review	<i>The Board directed that advisory Measure 4-425 be placed on the Ballot for the May 21, 2013 election. Prior agreements with TriMet contemplated this real property transaction but left for good faith negotiation the terms & conditions</i>
Contact Person	<i>Dan Chandler, Strategic Policy Administrator, 503-742-5394</i>
Contract No.	<i>N/A</i>

BACKGROUND

Under the terms of the Funding Agreement between Clackamas County, NCPRD and TriMet entered into in 2010 ("Funding Agreement"), NCPRD has an obligation to negotiate in good faith towards any transactions necessary to accomplish the construction of Portland-Milwaukie Light Rail ("PMLR"). As part of that Funding Agreement, the parties agreed to the "Locally Preferred Alternative" for the route of PMLR, which included locating the final segment of the track on land currently intended for use as part of the Trolley Trail.

After preliminary negotiations, the general outline of the proposed transaction is that TriMet would pay NCPRD for the fair market value of the land conveyed, and would sell to NCPRD replacement land immediately to the west on which the Trolley Trail would be located. As part of that negotiation, NCPRD and TriMet executed a Design and Construction Agreement in May 2012 that allowed TriMet access for certain construction-related activities, and obligated TriMet to build that section of the Trolley Trail at TriMet's expense, saving NCPRD approximately \$400,000.

The next anticipated step under the Funding Agreement would be for NCPRD to sell approximately 2 acres of land and purchase back approximately 1.2 acres of land from TriMet.

In September, 2012 County voters passed Measure 3-401. Measure 3-401 generally requires approval by County voters before County resources are used for financing, design or operation of Public Rail Transit. However, County Counsel has opined that Measure 3-401 does not apply directly to the NCPRD, which is a separate entity covering only a portion of the County, with a separate tax base.

Nonetheless, given the wide margin of approval of Measure 3-401, and feedback from the public, the NCPRD Board placed an advisory question before District voters at the May 21, 2013 election. Measure 3-425 asked District voters the following question:

Should the NCPRD sell a portion of the "Trolley Trail" property to TriMet, where TriMet would:

- **Sell a strip of adjacent property to NCPRD for the trail;**
- **Construct that section of the trail without cost to NCPRD; and**
- **Provide NCPRD with additional compensation to make up the difference in value?**

District voters answered in the affirmative, and approved Measure by the following margin:

YES	9,516	55.1%
NO	7,744	44.9%

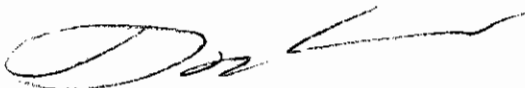
Given that District voters have approved the transaction, it is appropriate for Staff to continue negotiations with TriMet, and to present an agreement for approval by the NCPRD board.

One important note is that TriMet has not yet acquired all of the property necessary to complete its portion of the transaction. Therefore it may be some time before the transaction can be completed.

Recommendation:

Staff recommends approval of the proposed Resolution attached hereto.

Respectfully Submitted:



Dan Chandler, Strategic Policy Administrator

BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON

A Resolution Directing Staff to Finalize a Transaction Between the North Clackamas Parks and Recreation District and TriMet

Resolution No.

Page 1 of 1

WHEREAS, North Clackamas Parks and Recreation District ("District") placed Measure 3-425 before the voters at the May 21, 2013 election as an advisory measure;

WHEREAS, Measure 3-425 asked District voters the following question:

Should the NCPRD sell a portion of the "Trolley Trail" property to TriMet, where TriMet would:

- **Sell a strip of adjacent property to NCPRD for the trail;**
- **Construct that section of the trail without cost to NCPRD; and**
- **Provide NCPRD with additional compensation to make up the difference in value.**

WHEREAS, District voters approved the question by a margin of 9516 to 7744;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT THAT:

1. Staff is directed to negotiate and finalize an agreement with TriMet that is (i) consistent with the question presented to District voters, (ii) provides that the land transaction will be fee simple for fee simple with appropriate access provisions, and (iii) will not be consummated until such time as TriMet is able to convey clear title to the subject parcels to NCPRD and other standard conditions and costs in a real estate transaction, and present such agreement for consideration by the Board at a future business meeting.

DATED this 6th day of June, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Board of the North Clackamas Parks and Recreation District

Chair

Recording Secretary

June 6, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Agreement with the City of Gladstone/Gladstone Senior Center to provide mandated Older American Act (OAA) funded services for persons in the City of Gladstone.
Dollar Amount and Fiscal Impact	The maximum agreement is \$42,191. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

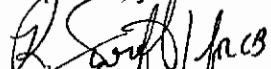
This agreement is for the City of Gladstone/Gladstone Senior Center to provide mandated Older American Act (OAA) funded services for persons living in Gladstone. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community as long as possible.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an intergovernmental agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the third renewal under this RFP.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

CITY OF GLADSTONE
GLADSTONE SENIOR CENTER

Fiscal Year 2013-2014

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and City of Gladstone/Gladstone Senior Center, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - I & A is a service for older individuals that provides current information on opportunities and services available within their communities; assesses the problems and capacities of the individuals; links individuals to the opportunities and services; to the maximum extent feasible, ensures the individual receives the services needed and is aware of the opportunities available by establishing adequate follow-up procedures. A unit of service is one documented contact with an individual.
4. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
5. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Gladstone community to enhance visibility and encourage participation. A unit is one meal served.
6. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and

flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.

7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.
- B. Agency agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using Agency vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.
- D. Services required under the terms of this agreement shall commence July 1, 2013. This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$13,596 in Older Americans Act III-B funds, \$(1,362) in Older Americans Act III-C funds, \$1,365 in Older Americans Act III-D funds, \$17,160 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(1,500) in NSIP funds, \$9,432 in Ride Connection funds, \$1,315 in Tri-Met funds for waived non-medical match, and \$2,185 of Medicaid funds for Medicaid client non-medical transportation services, for a total net compensation of \$42,191.
- B. Method of Payment. To receive payment the Agency shall submit invoices and accompanying progress reports as follows:
1. As required in Exhibit 3.
 2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 33.34% for Title III-E (Family Caregiver Support).
 3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
 4. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail

to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency.

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

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

III. MANNER OF PERFORMANCE

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

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

- B. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. Accessibility to Programs, Services and Activities. Agency will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.
 - 1. Agency will ensure the following for all programs, services and activities provided through this contract:
 - a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - c. When communicating with individuals make available:
 - 1) Written materials in alternate format,
 - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
 - 3) And access via text telephone (TTY);

- d. When a location for a service, program or activity is not physically accessible Agency will have a plan for making that service, program or activity available at an alternate location, either with Agency or with a sub-contractor;
 - e. Display notices in Agency's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - f. Cooperate with periodic County reviews for compliance with the ADA and Section 504 and follow Agency policy to address complaints and noncompliance.
- D. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.
- E. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.
- F. Agency is a sole proprietor or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the Agency has the assistance of other persons in performance of this contract, the Agency shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.
- G. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency 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 attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
- The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.
- H. Criminal Records Checks. Agency will ensure that criminal records checks are conducted and are on file for new employees and volunteers, after July 1, 2007, that meet the regulatory definition of a subject individual (someone who oversees, lives or works closely with, or provides services to vulnerable people) and are:
- 1. Employees of the Agency;
 - 2. Subcontractors of the Agency (i.e. class instructors);
 - 3. Volunteers for the Agency who are not under "active supervision" (i.e. nutrition program drivers); or

4. Direct care providers of clients for which Agency provides service authorization (i.e. Respite Care providers).

Authorization: OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537 and DHS Policy 060-010.

County will assist Agency to meet this requirement by processing criminal record checks for Agency 's subject individuals if requested.

IV. GENERAL CONDITIONS

A. Indemnity.

1. County – The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.
2. Non-Medical rides for Medicaid clients funds – Agency shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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 activities of Agency or its officers, employees, subcontractors, or agents, in performance of this contract.
3. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, Agency shall indemnify, hold harmless, and defend Ride Connection, TriMet its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from Agency's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Agency, its employees, representatives, or subcontractors.

B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

a. Required for County - Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

b. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and

Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

c. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

a. Required for County Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

b. Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

c. Required for Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
Bodily injury: \$500,000 per person; \$1,000,000 per occurrence; and
Property Damage: \$1,000,000 per occurrence
AGENCY shall pay all deductibles for vehicles.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

Agency agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or error and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provisions

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

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County.

Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

b. Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

c. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- 1) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- 2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
- 3) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

5. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
6. **Insurance Carrier Rating.** Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
7. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
8. **Independent Contractor Status.** The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
9. **Primary Coverage Clarification.** Agency's coverage will be primary in the event of a loss.

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

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

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, under any of the following conditions:

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.
5. If Agency fails to comply with any requirements in this contract.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:
 - a. Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

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

- F. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- G. Future Support. The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.
- I. Integration. This contract contains the entire agreement between the county and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Medicaid Administrative Activities
- Exhibit 3 HIPAA Agreement
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 AGENCY Information

IV. SIGNATURES


<p>AGENCY</p> <p>CITY OF GLADSTONE GLADSTONE SENIOR CENTER</p> <p> By Pete Boyce City Administrator</p> <p><u>5.9.13</u> Date</p> <p><u>1050 Portland Avenue</u> Street Address</p> <p><u>Gladstone, OR 97027</u> City/Zip</p> <p><u>(503) 655-7701</u> <u>(503) 650-4840</u> Phone Fax</p> <p><u>93-6002170</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <p>_____ Cindy Becker, Director Health, Housing, & Human Services</p> <p>_____ Date</p>
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EXHIBIT 1

Scope of Work and Performance Standards and Guidelines for Service

- A. Purpose of the Services
- B. Description of Services
- C. Service Objectives

Exhibit 1

VI. PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's mandated services of meal site management, outreach, assessment, information and assistance, case monitoring, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - a) **Access & Assessments:**
 - 1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - 2) Utilize an approved County-wide standardized assessment/intake form.
 - 3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - 4) May be billed upon submission of assessment/intake form.
 - b) **Service Implementation & Monitoring:**
 - 1) Provide early identification of current or potential problem areas.
 - 2) Assess the need for changes/improvements in service.
 - 3) Identify any gaps/unmet needs.
 - 4) Review intervention results to determine if what was done achieved the desired result.
 - 5) Determine if services should be discontinued.
 - 6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - a) Informal assessment of the client's needs.
 - b) Evaluation of appropriate resources.
 - c) Assistance linking the client to the resources.
 - d) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.

- e) Follow up with the client or agency to see if the needs were met.
- f) Tallying the category of need for each inquiry.
- g) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

4. PUBLIC OUTREACH/EDUCATION: Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.

5. TRANSPORTATION: Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.

a) Gladstone Senior Center Transportation Consortium Goals:

- 1) Increase replacement reserve fund with separate accounting.
- 2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
- 3) Continue regular publicity/marketing efforts regarding transportation program
- 4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
- 5) Attend all scheduled Transportation Consortium meetings.

b) Guidelines for Non-Medical Transportation for Waivered Medicaid Clients

1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. AGENCY must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for AGENCY and case managers through the Transportation Reaching People (TRP) program.

2) Services shall be billed by AGENCY according to the following rate scale:

One person, one-way ride: \$14.00 per ride

3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

c) AGENCY will be responsible for:

- 1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - 2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - 3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - 4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
6. MEAL SITE MANAGEMENT - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Gladstone community to enhance visibility and encourage participation
7. PHYSICAL ACTIVITY AND FALLS PREVENTION – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
8. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.

B. SERVICE OBJECTIVES

1. Case Management

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.
- 3) Agency CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- 4) Agency CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- 5) Agency CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- 6) Agency CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- 7) Agency CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- 8) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 9) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- 2) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 3) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - COUNTY Responsibilities

Objective a.: To provide participating Agency with training, technical assistance, resource development, networking and information sharing.

Elements:

- a) County will provide orientation on County's I&R program to Agency I&A staff.
- b) County will notify Agency's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by Agency.

4. Information and Assistance - Agency Responsibilities

Objective a.: Have a system in place which enables Agency to provide referral services to link people with needs to the appropriate resources.

Elements:

- a) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- b) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- c) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- d) Agency's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to Agency programs, and notify County's I&R program of any significant changes in local community resources.
- e) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective b.: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- 1) Agency Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- 2) Agency makes referral and follow up with client within a 2 day work period.
- 3) Agency annotates follow up taken and number of referrals needed on Referral Log.

- 4) Agency Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Public Outreach/Education

Objective a.: To provide information to groups of current or potential clients and community partners about available services for Canby area residents age 60 and older.

Elements:

- a) Agency schedules and makes presentations to local groups throughout the contract year.
- b) Agency keeps a record of information given to groups such as:
 - 1) -outline of presentation
 - 2) -copies of flyers, brochures, etc. distributed
 - 3) -names and number of people in group presented to

6. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- a) Agency designates one person to be coordinator for the transportation program. This person will be responsible for:
 - 1) Recruiting drivers.
 - 2) Submitting criminal checks
 - 3) Ensuring all drivers meet Ride Connection training requirements
 - 4) Scheduling road tests for all drivers.
 - 5) Conducting periodic/seasonal driver safety training.
 - 6) Providing a copy of written procedures for transportation services to each driver.
 - 7) Scheduling vehicle maintenance.
 - 8) Maintain daily Pre- and Post- trip Reports
- b) Agency provides transportation as scheduled each day.
- c) Agency maintains system to document each trip of each day.

7. Meal Site Management

Objective a.: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- 1) Procurement of milk is part of site management.
- 2) Packaging of home delivered meals is part of site management.

Objective b.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective c.: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- 2) Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective d.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- 1) Agency plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- 2) Agency provides opportunities to promote personal growth and self image.
- 3) Agency provides opportunities for a variety of types and levels of involvement.
 - a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- 4) Agency plans activities which are flexible and responsive to change in:
 - a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) Other programs in the relevant service area.

Objective e.: To inform the community about the meal site program.

Elements:

- 1) Agency publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- 2) Agency ensures Center is identified by an easily visible sign at its entrance.
- 3) Agency posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.

- 4) Agency mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective f.: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- 1) Agency identifies needs and concerns specific to the Center and service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective g.: To collect, account for and report program income (participant donations).

Elements:

- 1) Agency provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- 2) Agency sets up container for donations at meal site which ensures and protects the privacy of the participants.
- 3) Agency has system set up at site to collect full meal price from persons not eligible for services.
- 4) Agency posts:
 - a) full cost of the meal, and
 - b) a notice describing the donation and payment policies.
- 5) Agency may post suggested donation information if it is clear that:
 - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - b) no means test is used in the collection of contributions or provision of the meal.

8. Physical Activity/Falls Prevention

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency schedules physical activity classes that include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls regularly at the center.

- 2) Agency registers participants for activities, obtaining a waiver to injury for each participant.
- 3) Agency has physical condition of clients assessed before setting up plan for workouts with equipment.

9. Preventive Screening, Counseling, and Referrals

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- 2) Agency contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- 3) Agency schedules and advertises programs.
- 4) Agency registers participants for activities, if necessary.
- 5) Agency has staff and/or trained volunteers available on site to coordinate the programs.
- 6) Where appropriate, Agency keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

EXHIBIT 2

VIII. Health Insurance Portability and Accountability Act (HIPAA) Agreement

The Health Insurance Portability and Accountability Act (HIPAA) is the first comprehensive federal protection of individual privacy. The U.S. Congress passed the act in 1996. It also sets national standards to protect personal health information, reduces health care fraud and waste through standardized electronic transactions and codes, and makes health coverage more portable. The implementation deadlines for Oregon Department of Human Services (DHS) are – privacy compliance: April 14, 2003; transaction and code sets compliance: Oct. 16, 2003.

Health information as defined by HIPAA and DHS privacy policies is much broader than medical. It includes all aspects of physical and mental health information, alcohol & drug, vocational rehabilitation, counseling, etc. HIPAA Federal Reg. 42, CRF 160.103 defines health information as: “any information whether oral or recorded, in any form or medium, that relates to the past, present or future physical or mental health condition of an ‘individual.’”

Agency agrees to deliver the services in the contract, funded in whole or in part by this contract, in compliance with HIPAA.

Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and County for purposes directly related to the provision of services to Clients which are funded in whole or in part under this contract. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Social Services Privacy Rules.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between The City of Gladstone/ Gladstone Senior Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

The HIPAA Privacy Rule, set forth at Title 45, parts 160 and 164 of the Code of Federal Regulations (CFR) requires a business associate to enter into a contract containing specific provisions intended to preserve the confidentiality of protected health information (PHI) obtained by the business associate in the course of its relationship with a covered entity prior to any disclosure of PHI by the covered entity to the business associate. Clackamas County is a covered entity under the HIPAA Privacy Rule and Agency is a business associate.

County and Agency desire to enter into an agreement that meets the requirements of the HIPAA Privacy Rule and that will permit the Agency to have access to, create or receive certain Protected Health Information from County in conjunction with the services being provided by Agency under the service contract.

ARTICLE 1

Terms

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Gladstone/Gladstone Senior Center [AGENCY].
 - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
 - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
 - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

ARTICLE 2

Obligation and Activities of Contractor

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.

- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.
- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

At a minimum, Agency shall record and provide County, or an Individual as directed by County, with an accounting of the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure.

- 2.11 Except as otherwise limited in this Agreement, Agency may use Protected Health Information for the proper management and administration of the Agency or to carry out the legal responsibilities of the Agency.
- 2.12 Except as otherwise limited in this Agreement, Agency may use Protected Health Information to provide Data Aggregation services to County as permitted by 45 CFR § 164.504(e)(2)(i)(B). Agency may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

ARTICLE 3
Obligations of County

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period of time after County becomes aware of such information in accordance with 45 CFR § 164.522.
- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

ARTICLE 4
Term and Termination

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.
- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.
- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

ARTICLE 5
Miscellaneous

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.

5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by electronic facsimile or email and, as to communications made by United States mail, on the third (3rd) day after mailing.

If to COUNTY:

Social Services Division, ADS
PO Box 2950
Oregon City, OR 97045

Attention: Stefanie Danielson, ADS Contracts
Facsimile No.: (503) 655-8889
Email: stefanierei@co.clackamas.or.us

If to CONTRACTOR:

City of Gladstone/Gladstone Senior Center
1050 Portland Avenue
Gladstone, OR 97027

Attention: Rhonda Bremmeyer, Manager
Facsimile No.: (503) 650-4840
Email: gladsen@spiritone.com

- 5.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 5.10 The respective obligations of each party under Article 4 of this Agreement shall survive the termination of the Agreement.

EXHIBIT 3

Reporting Requirements

- A. Invoices
- B. Program Activity Reports
- C. Audit/Monitoring
- D. Administration

Exhibit 4
Reporting Requirements

A. INVOICES

Agency shall submit invoices in a format designated or approved by County. Invoices are due by the 10th of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator of the invoice shall verify that the services purchased have been performed.

Agency shall submit the following invoices and reports:

1. Reimbursement Request including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

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

Agency shall return to the County all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

The Agency shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5. The format of these reports shall be designated or approved by the County, and contain the following:

1. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal too or greater than units of service billed for.
2. Transportation Report forms A, B, and C
3. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client and ride type.
4. Meal data including:
 - a) Numbers of meals served, by participant type and meal category
 - b) Amount of client donations by meal category
 - c) Meals Ordered/Delivered by Food Service Vendor
 - d) Copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

C. AUDIT/MONITORING

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The County Project Manager shall be the Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

EXHIBIT 4

Budget

- A. Budget
 - 1. Unit Cost Schedule
 - 2. Estimated Revenue
- B. Units of Service

Exhibit 4
Budget and Units of Service

A. BUDGET

The County's payment to the Agency will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: Agency acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D or III-E contribution.

\$.96 of program income collected per meal ordered will contribute to reimbursement rate for each meal delivered by County meal provider to the Gladstone Senior Meal Site. The total of the number of meals ordered/delivered times \$.96 will be deducted from the amount requested from the County on the Reimbursement Request. Program income above the \$.96 per meal will be retained at the Gladstone site and be used for meal site management activities.

Agency may not transfer funds from one service category to another without written approval from the County.

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B, III-C and III-D funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

Match for Ride Connections Vehicle Maintenance program is 10.27%.

Agency match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for eligible Medicaid clients at the state approved per meal rate. Since the cost of the food portion of all meals (a maximum of \$3.227 per meal supplied by Bateman Senior Meals) is paid for by the County from OAA and NSIP funds, Agency will deduct an amount equal to the meal cost multiplied by the number of Medicaid Home Delivered Meals served, from total reimbursement request to County.

1. UNIT COST SCHEDULE
CITY OF GLADSTONE - SENIOR CENTER
 Fiscal Year 2013-14

Service Category	OPI Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	NSIP Funds (7)	MEDICAID Funds (8)	Ride Con. Funds (11)	TriMet STF Funds (12)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rates (16)
Case Management		2,825				314						89.5 hrs	3,139	\$34.33
Reassurance		2,911				324						77	3,235	\$37.72
Information & Assist.		3,322				369						190	3,691	\$17.44
Transportation - OAA		4,538				505					1,175	1,567	6,218	\$2.90
PHYSICAL ACTIVITY/FALLS PREVENTION				723		80						36	803	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				642		71						16	713	\$40.00
Trans - Ride Con In Dist						0			9,432		943	1,258	10,375	\$7.50
Medicaid Transp. non-medical						0		2,185		1,315		250	3,500	\$14.00
OAA Meal Site Mgmt			1,740			193					5,760	6,000	7,693	\$1.25
Medicaid Meals			(3,102)			(345)	(1,500)	19,080			(1,920)	2,000	12,213	\$6.28
TOTALS	\$0	\$13,596	(\$1,362)	\$1,365	\$0	\$1,512	(\$1,500)	\$21,265	\$9,432	\$1,315	\$5,958		\$51,581	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)

OAA & OPI Meal Program Reimbursement Rate (1 + 3 + 9 + 13 / 14 = 16)

Medicaid HDM Reimbursement Rate (3 + 7 + 8 + 9 + 13 / 14 = 16)

Social Service Program Reimbursement Rate (2 + 4 + 5 + 10 + 12 / 14 = 16)

Source of OAA Titles III B, III C, III D, and III E Match - Center Manager's time devoted to program supervision and administration

CONTRACT AMOUNT: 42,191

2. ESTIMATED REVENUE

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Clackamas Co. CCSS	OAA Title III B	\$13,596
Clackamas Co. CCSS	OAA Title III C	(1,362)
Clackamas Co. CCSS	OAA Title III D	1,365
Clackamas Co. CCSS	OAA-NSIP Funds	(1,500)
City of Gladstone	OAA Match	1,512
Program Income	Meal Participants Donations	5,760
Program Income	Transportation Donations	2,118
Federal Government	Medicaid Client HDMs	17,160
Federal Government	Non-Medical Medicaid Transp. Funds	2,185
Ride Connection	Trans. Consort. Contract	9,432
Tri-Met	Match for Non-Medical T 19 client rides	1,315
	TOTAL	\$51,581

B. UNITS OF SERVICE

Agency or County may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between Agency and County and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the Agency and the County.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	89.5	1 hour of service	18
Reassurance (OAA)	77	1 Client Contact	35
Information and Assistance (OAA)	190	1 response to inquiry and follow up	50
Transportation (OAA)	1,567	1 one-way ride	125
Physical Activity/Falls Prevention	36	1 class session	20
Preventive Screening, Counseling, and Referrals	16	1 program/activity	NA
Transportation (Medicaid non-medical)	50	1 one-way ride	15
Transportation (Ride Connection)	1,258	1 one-way ride	125
Meal Site Management (OAA)	6,000	1 meal delivered/served	230
Medicaid Home Delivered Meals	2,000	1 meal delivered/served	18

EXHIBIT 5

Senior Companion Program

Scope of Work and Performance Standards
and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

a. SCP designates: Eileen Collins Title: SCP Director

Phone: 503-655-8604 E-mail: ecollins2@co.clackamas.or.us

b. Station designates: Rhonda Bremmeyer Title: Center Manager

Phone: 503-655-7701 E-mail: bremmeyer@ci.gladstone.or.us

A. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
2. Provide accident and liability insurance coverage as required by the program.
3. Be responsible for the management and fiscal control of the program.
4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
5. Provide orientation to Volunteer Station staff.
6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The City of Gladstone/Gladstone Senior Center (VOLUNTEER STATION) will:

1. Designate a coordinator to serve as liason with the SCP staff.
2. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
3. Provide Senior Companions with assignments which utilize their skills and training.
4. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
5. Have the right to request the SCP reassign a volunteer.
6. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
7. Submit required paperwork to the SCP on a timely basis as requested
8. Collect and validate appropriate volunteer reports for submission to the SCP.
9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
10. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

11. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
12. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
13. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

EXHIBIT 6

Retired Seniors Volunteer Program (RSVP)

Scope of Work and Performance Standards
and Guidelines for Service

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

RSVP designates: William Warren Title: RSVP Director

a. Phone: 503-655-8875 E-mail: wwarren@co.clackamas.or.us

b. Station designates: Rhonda Bremmeyer Title: Center Manager

Phone: 503-655-7701 E-mail: bremmeyer@ci.gladstone.or.us

Clackamas RSVP agrees to:

1. Recruit, interview and enroll RSVP volunteers (55 and older) and refer volunteers to the Station.
2. Instruct RSVP volunteers in RSVP procedures including available benefits, reporting and mileage reimbursement guidelines.
3. Provide orientation to Station staff prior to placement of volunteers and at other times as needed.
4. Furnish accident, personal liability and excess automobile liability insurance coverage as required by program policy. Insurance is secondary coverage and is not primary insurance.
5. May provide a program of volunteer mileage reimbursement, for the commute from home to the Station and back, where transportation costs would otherwise hinder the ability of an individual to serve
6. Be available to provide resources and periodically monitor volunteer activities at Station to assess and/or discuss needs of volunteers and Station.

City of Gladstone/Gladstone Senior Center (RSVP STATION) agrees to:

1. Provide orientation, in-service or special training of volunteers as required by the volunteer positions
2. Interview or screen volunteers who are referred by RSVP and make final decision on volunteer placement. Refer to Addendum B: *Best Practices for Volunteer Screening*.
3. Provide supervision of RSVP volunteers on assignments and furnish volunteers with materials for their assignments.
4. Provide for adequate safety of volunteers during assignments. Investigate and immediately report to RSVP any incident, accident or injury involving an RSVP volunteer.
5. Validate monthly volunteer service hours and send to RSVP office by the 5th of each month.
 - a. Volunteers will use RSVP forms: ___ sent individually ___ kept at Station
 - b. ___ volunteers will record time on Station's forms
6. Provide mileage reimbursement for volunteers whose assignments require driving their own vehicles for tasks assigned by the RSVP Station.

7. Provide no cost meals as a benefit to volunteers,
 - a. Contributed meals are FEDERALLY FUNDED under:
 - i. Title III C of the Older Americans Act
 - ii. Other federal funding source
 - b. Contributed meals are not provided through federal funds. Meals will be provided to volunteers free or at a reduced price when ___ hours of service will be given during that day. Number of meals will be reported to RSVP quarterly.
8. Collaborate with RSVP to measure community impact of volunteerism in Clackamas County as follows:
 - a. Upon request provide RSVP with data on numbers served.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against RSVP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: RSVP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. In Home Assignments: When a volunteer is assigned by Station to in-home assignments, there will be a clear position description filed with RSVP and the parties involved will sign a letter of agreement that authorizes volunteer service and identifies the specific volunteer activities, periods and conditions of service.
5. Removal or Separation: The Station may request the removal of an RSVP volunteer at any time. A volunteer may withdraw from service at the Station or from RSVP at any time. Discussion of individual separations will occur between RSVP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an RSVP volunteer or Station at any time.

EXHIBIT 7

AGENCY Information

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

Gladstone Senior Center
Legal Name

Rhonda Bremmeyer, Manager

1050 Portland Avenue
Mailing Address

Gladstone, OR 97027
City Zip

655-7701
Phone Number

2. IRS/STATE NONPROFIT NUMBER:

Gladstone Seniors Foundation Advisory Board
160274-19
City of Gladstone Department

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Pete Boyce

Title: City Administrator

Address: 525 Portland Avenue
Gladstone, OR 97027

Phone: 656-5225

4. TYPE OF AGENCY: City Senior Center

5. TYPE OF PROGRAM: Social Services, Nutrition, Recreation,
Education, Transportation

6. ADVISORY BOARD (LIST MEMBERS):

Walt Fitch, Pres., Jack Wright, Vice Pres.; Delores Ellis, Sec.; Jennie Pagh; Wanda Cochrane; Susan Trafton; Beverly Anslow; Barbara Bell; Jack Wright; Len Nelson, Liaison

Frequency of Meetings:

Quarterly - Jan, Apr, Jul, Oct

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Current Articles of Incorporation: Date: Original Incorporation - 4/28/82 - Revised Yearly

Last Total Agency Audit: Date: Annually, City audit

Types and Amounts of Insurance Held: Commercial General Liability \$2,000,000 per occurrence, \$6,000,000 aggregate; Commercial Automobile \$2,000,000

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.



Signature, Pete Boyce

City Administrator

Title

5-9-13

Date

ATTACHMENT A

Response Section - Limit your response to the space provided.

I. A. Please describe your grievance procedure for clients and how CCSS will fit into the process:

CLIENT COMPLAINT POLICY

The Gladstone Senior Center shall provide services to seniors in accordance with applicable eligibility policies as established by the City of Gladstone, and Clackamas County Social Services Division Aging and Disability Services. Staff and volunteers shall be responsible in working with clients in developing a mutually agreed upon plan for service delivery. In the event that client expectations are not met, the following procedure will be initiated to resolve differences and reestablish effective communications between the parties involved:

1. Persons wishing to register a complaint will be asked to address their comments in writing to the Manager of the Gladstone Senior Center.
2. After investigating the issue with all parties involved, the Manager of the Gladstone senior Center shall render an opinion and shall respond to the client in writing within five working days after receiving the written complaint. The letter shall include an outline of any action to be taking to resolve any differences and reference to Center policies when appropriate.
3. The letter shall be followed up by a phone call from the Manager of the Gladstone Senior Center to assure that the client has received the response.
4. If the client is not satisfied with the response given by the Manager of the Gladstone Senior Center, a complaint must be re-addressed in writing to members of the Gladstone Senior Center Advisory Board within 10 working days after receipt of the response.
5. The Chairman of the Gladstone Senior Center Advisory Board shall submit in writing an accounting of any decisions reached by the Board and any recommended action to be taken. Their recommendations must be in agreement with the stated policies of the City of Gladstone, Gladstone Senior Center and Clackamas County Social Services Division Aging and Disability Services, as applicable.
6. The letter shall be followed up by a phone call from the Chairman of the Gladstone Senior Center Advisory Board to assure that the client has received the response.
7. If the client is not satisfied with the response given by the Gladstone Senior Center Advisory Board, a complaint must be re-addressed in writing to the City Administrator. This decision shall be final and in agreement with the stated policies of the City of Gladstone, Gladstone Senior Center, and Clackamas County Social Services Division Aging and Disability Services, as applicable.
8. In the event that the client is not able to initiate the Complaint procedure due to health or physical limitations, he/she may authorize a representative to act in his/her behalf.

GLADSTONE SENIOR CENTER PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

FOR STAFF:

INFORMAL PROCEDURE

a. When staff* or volunteers receive a complaint they should:

- (1) Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have the complaint be heard.

* If the complainant chooses to go first to the City Administrator or the Center Advisory Board with the complaint, the informal process described here will normally be used. The City Administrator or the Center Advisory Board would refer the complaint to the Center Manager to handle according to the informal process before initiating the formal process.

- (2) When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:

- treat the complaint seriously;
- ask the complainants what action they expect to be taken;
- involve complainants in the process of devising a solution, if feasible;
- inform complainants of what action will be taken, or why no action is necessary.

- (3) If complainants still are not satisfied, they should be referred to the Center Manager. The Center Manager should be advised of this referral. This will allow the Center Manager to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Manager. If the issue relates to Center programs, policies or procedures, the Center Manager may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Gladstone Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

- (4) If complainants still are not satisfied, the Formal Procedure will be initiated.

FORMAL PROCEDURE

If the problem has not been resolved after speaking to the staff, complainants may request a review by the Senior Center Manager. The Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Manager. The Manager will provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Administrator. Within 30 days of receipt of the complaint the City Administrator will meet with complainants and the Senior Center Manager to discuss the problem. When the hearing is over the City Administrator will send a written decision within five (5) working days of the hearing. The decision of the City Administrator is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

FOR PARTICIPANTS

GLADSTONE SENIOR CENTER SERVICE APPEAL/COMPLAINT PROCEDURE

WHO CAN USE THIS PROCEDURE:

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Manager. If the issue relates to Center programs, policies or procedures, the Center Manager may request that the Center Advisory Board make recommendations on the matter. Any decisions must be in accordance with Senior Center policies and procedures. City of Gladstone policies and procedures, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency (i.e. CCSS, ADS). You may go ahead with the procedure described below if the problem isn't solved informally.

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Senior Center Manager, either in writing or in person, the Manager will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Manager will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Administrator. Within thirty (30) days of receipt of your letter, the City Administrator will meet with you and the Senior Center Manager to discuss the problem. The City Administrator will send you a written decision within five (5) working days. The decision of the City Administrator is final as to

whether actions taken were justified and whether circumstances warrant policy review by the City Council.

B. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority and rural residents age 60 and older:

1) Staff part time availability; 2) Targeting criteria; 3) Service boundary; 4) Level of need.

Referral: All requests are documented and a follow-up occurs in a timely fashion. Unmet needs are documented.

Assessment: Screened according to need. A detailed interview is conducted as quickly as possible based on availability of staff. Social Services Coordinator is a part-time position. Cases are assessed on a 6 month interval or as needed.

Case Monitoring: Social Services Coordinator maintains and reviews cases as needs arise. Follow-up is done on an ongoing basis.

Family Consultation: A consultation with family members is held and documented by the Social Services Coordinator. Information is given to them on how to receive assistance they need in handling their situations with their older family member.

Transportation: Rides are provided to ensure transportation needs are met for persons age 60 and older who are unable to manage this situation independently.

All Assessment, Information & Referral, Case Monitoring, Family Consultation, and Transportation clients must live within census tracts served by Gladstone Senior Center.

C. Describe your agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. to 5:00 p.m.
Total hours per day: 8.5 hrs
Total hours per week: 42.5 hrs

2. Official Closures:

New Year's Day, January
Martin Luther King, Jr. Day, January
President's Day, February
Memorial Day, May
Independence Day, July
Labor Day, September
Veterans' Day, November
Thanksgiving, November
Christmas, December

D. Please describe the boundaries of the area for which you propose to provide services.

Gladstone city limits for contracted services.

- E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Center & Social Services Coordinator - full time, paid (city)
Office Assistant - 1 part time, paid (10 hrs) (city)
Nutrition Coordinator - 1 part time, paid (35 hrs) (city)
Transportation Coordinator - 1 part time, paid (32 hrs.) (city)
Nutrition Aid - part time, Green Thumb
Receptionist - part time, volunteer, simple info only
Senior Companions - one part time
RSVP - friendly visitors - simple info
 telephone check - simple info
Relief Drivers – on call
Nutrition Program Assistant – on call

- F. Describe your methods for providing information about services.

Monthly newsletter - 300+ on list	PSAs
City of Gladstone newsletter to all residents	Word of mouth
Center brochure	Informal networking in community
Flyers for special events	

- G. Briefly, describe your methods for providing legal services.

1. Screen need
2. Make appointment for 1/2 hour legal advise with pro bono attorney during monthly visit (3rd Wednesday of the month from 9-11 am).
3. Refer to Oregon Legal Services
4. Center maintains referral list of local attorneys who have agreed to work at a reduced rate with seniors.

II. GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

June 6, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Wilsonville/Wilsonville
Community Center to provide Social Services for Clackamas County Residents

Purpose/Outcomes	Agreement with the City of Wilsonville/Wilsonville Community Center to provide mandated Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum agreement is \$41,369. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:


This agreement is for the City of Wilsonville/Wilsonville Community Center to provide mandated Older American Act (OAA) funded services for persons 60 and over in the Wilsonville service area of Clackamas County. 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 as long as possible.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville area, so an intergovernmental agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the third renewal under this RFP.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

CITY OF WILSONVILLE
WILSONVILLE COMMUNITY CENTER

Fiscal Year 2013-2014

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and City of Wilsonville/Wilsonville Community Center, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov). A unit of service is one documented contact with an individual.
4. **PUBLIC OUTREACH/EDUCATION** - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
6. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the Wilsonville Community Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
7. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible

congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Wilsonville community to enhance visibility and encourage participation. A unit is one meal served.

8. PHYSICAL ACTIVITY AND FALLS PREVENTION - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.
9. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.

B. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.

C. Services required under the terms of this agreement shall commence July 1, 2013. This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$10,831 in Older Americans Act III-B funds, \$18,090 in Older Americans Act III-C funds, \$1,351 in Older Americans Act III-D funds, \$5,247 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$5,850 in NSIP funds, for a total net compensation of \$41,369.
- B. Method of Payment. To receive payment the Agency shall submit invoices and accompanying progress reports as follows:
 1. As required in Exhibit 3.
 2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 33.34% for Title III-E.

3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
 4. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

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

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

- B. Accessibility to Programs, Services and Activities. Agency will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.
1. Agency will ensure the following for all programs, services and activities provided through this contract:
 - a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - c. When communicating with individuals make available:

- 1) Written materials in alternate format,
 - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
 - 3) And access via text telephone (TTY);
- d. When a location for a service, program or activity is not physically accessible Agency will have a plan for making that service, program or activity available at an alternate location, either with Agency or with a sub-contractor;
 - e. Display notices in Agency's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - f. Cooperate with periodic County reviews for compliance with the ADA and Section 504 and follow Agency policy to address complaints and noncompliance.
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.
- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.
- E. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- F. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency 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 attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

- G. Criminal Records and Abuse Checks. AGENCY agrees to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS443.004. Subject individuals are employees of the AGENCY; volunteers of the AGENCY; employees and volunteers of AGENCY's subcontractors and direct care providers of clients for which AGENCY provides service authorization.

County will assist Agency to meet this requirement by processing criminal record checks for Agency 's subject individuals.

IV. GENERAL CONDITIONS

A. Indemnity. The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.

B. Insurance.

1. Commercial General Liability

Required by COUNTY Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,066,700 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,066,700. The County, at its option, may require a complete copy of the above policy.

3. Professional Liability

Required by COUNTY Not required by COUNTY

Agency agrees to furnish the County evidence of professional liability insurance in the amount of not less than \$1,066,700 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

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

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this

insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 6. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 7. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
 8. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
 9. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss.
 10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, with no further liability to Agency under any of the following conditions:

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
 3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 4. If Agency fails to provide services or reports as specified by the County in this contract.
 5. If Agency fails to comply with any requirements in this contract.
 6. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- E. Oregon Constitutional Limitations. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. Agency shall:
 - a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
 - b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
 - c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be

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

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency of all sums that Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
 - G. Future Support. The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
 - H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.

I. Integration. This contract contains the entire agreement between the county and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 HIPAA Agreement
- Exhibit 3 Reporting Requirements
- Exhibit 4 Budget and Units of Service
- Exhibit 5 SCP Program Purpose, Service Descriptions
- Exhibit 6 AGENCY Information

V. SIGNATURES


<p>AGENCY</p> <p>CITY OF WILSONVILLE WILSONVILLE SENIOR CENTER</p>  <hr/> <p>By Bryan Cosgrove City Manager</p> <p><u>5/10/13</u></p> <hr/> <p>Date</p> <p><u>30000 SW Town Center Loop E</u> Street Address</p> <p><u>Wilsonville, OR 97070</u> City/Zip</p> <p><u>(503) 682-1011 (503) 662-9062</u> Phone Fax</p> <p><u>93-0580494</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <hr/> <p>Cindy Becker, Director Health, Housing & Human Services</p> <hr/> <p>Date</p>
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EXHIBIT 1

Scope of Work and Performance Standards and Guidelines for Service

- A. Purpose of the Services
- B. Description of Services
- C. Service Objectives

VI. PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's mandated services of meal site management, outreach, assessment, information and assistance, case monitoring, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - a) **Access & Assessments:**
 - 1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - 2) Utilize an approved County-wide standardized assessment/intake form.
 - 3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - 4) May be billed upon submission of assessment/intake form.
 - b) **Service Implementation & Monitoring:**
 - 1) Provide early identification of current or potential problem areas.
 - 2) Assess the need for changes/improvements in service.
 - 3) Identify any gaps/unmet needs.
 - 4) Review *intervention results* to determine if what was done achieved the desired result.
 - 5) Determine if services should be discontinued.
 - 6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - a) Informal assessment of the client's needs.
 - b) Evaluation of appropriate resources.
 - c) Assistance linking the client to the resources.

- d) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - e) Follow up with the client or agency to see if the needs were met.
 - f) Tallying the category of need for each inquiry.
 - g) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
3. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities.
 4. **FOOD SERVICE** - Is the production of meals for the congregate and home delivered meal recipients in the Wilsonville Community Center service area. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
 11. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Wilsonville Community to enhance visibility and encourage participation. One unit is one meal served.
 12. **PHYSICAL ACTIVITY AND FALLS PREVENTION** – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
 13. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.

D. SERVICE OBJECTIVES

1. Case Management

Objective a. To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.

- 3) Agency CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- 4) Agency CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- 5) Agency CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- 6) Agency CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- 7) Agency CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- 8) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 9) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- a) Agency Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- b) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- c) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - COUNTY Responsibilities

Objective a: To provide participating Agency with training, technical assistance, resource development, networking and information sharing.

Elements:

- 1) County will provide orientation on County's I&R program to Agency I&A staff.
- 2) County will notify Agency's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by Agency.

4. Information and Assistance - Agency Responsibilities

Objective a.: Have a system in place which enables Agency to provide referral services to link people with needs to the appropriate resources.

Elements:

- 1) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- 2) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- 3) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- 4) Agency's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to Agency programs, and notify County's I&R program of any significant changes in local community resources.
- 5) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective b.: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- 1) Agency Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- 2) Agency makes referral and follow up with client within a 2 day work period.
- 3) Agency annotates follow up taken and number of referrals needed on Referral Log.
- 4) Agency Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Transportation

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are unable to meet their transportation needs.

Elements:

- 1) Agency designates one person to be coordinator for the transportation program. This person will be responsible for:
 - a) Coordinating service with South Metro Area Transit.
- 2) Agency provides transportation as scheduled each day.

6. Food Service

Objective a.: To produce and deliver contracted number of congregate and home delivered meals to Wilsonville Community Center participants throughout the contract period.

Elements:

- 1) Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
 - a) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDA and that they incorporate the whole grains, fruits, vegetables and low-fat dairy products, meeting the 2005 Dietary Guidelines for Americans.
 - b) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - c) The cycle for the cycle menu system must be at least nine weeks long.
 - d) Menus should reflect the tastes and appetites of the current elderly population.
 - e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective b.: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- 1) Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- 2) Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- 3) Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective c.: To use standardized recipes and portion control.

Elements:

- 1) Recipes used by Agency should be adapted to the requirements of a Title III Senior Nutrition meal.
- 2) Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- 3) Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- 4) Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective d.: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective e.: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- 1) A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- 2) A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- 3) Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- 4) Food temperatures shall be taken and recorded as the food is packaged for Home Delivered Meals and just prior to and during Congregate meal service. Records of these temperature checks shall be maintained in Agency files.
- 5) Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective f.: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- 1) Agency must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- 2) Agency must have a new employee orientation.
- 3) Agency must have a training plan that includes training for employees and supervisory staff.

7. Meal Site Management

Objective a.: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- 1) Procurement of milk for all meal participants.
- 2) Packaging of home delivered meals is part of site management.

Objective b.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers for congregate and home delivered meal programs.

Objective c.: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- 2) Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper function in within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective d.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- 1) Agency plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- 2) Agency provides opportunities to promote personal growth and self image.
- 3) Agency provides opportunities for a variety of types and levels of involvement.

- a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- 4) Agency plans activities at site which are flexible and responsive to change in:
- a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) Other programs in the relevant service area.

Objective e.: To inform the community about the meal site program.

Elements:

- 1) Agency publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- 2) Agency ensures Agency is identified by an easily visible sign at its entrance.
- 3) Agency posts monthly menus in an obvious position in the congregate meal sites and delivers them to home-bound clients each month.
- 4) Agency mails or delivers calendar of upcoming site activities to current and potential participants.

Objective f.: To plan for provision of services in cooperation with Center Advisory Committee and Area Agency on Aging (AAA) Focal Point/Nutrition Committee.

Elements:

- 1) Agency identifies needs and concerns specific to their service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency Manager meets quarterly with County contract specialist and/or nutrition consultant to go over status of files, plans, goals, accountings, etc.

Objective g.: To collect, account for and report program income (participant donations).

Elements:

- 1) Agency provides each participant with an opportunity to contribute voluntarily to the cost of the service.
- 2) Agency sets up container for donations at meal site which ensures and protects the privacy of the participants.
- 3) Agency has system set up at site to collect full meal price from persons not eligible for services.
- 4) Agency posts:
 - a) full cost of the meal at site
 - b) a notice describing the donation and payment policies.

- 5) Agency may post suggested donation information if it is clear that:
 - a) every donation from an eligible participant is on a "pay what you can afford" basis
 - b) no means test is used in the collection of contributions or provision of the meal.
- 6) Agency has system to track program income, and uses it to enhance the meal site program.

8. Physical Activity/Falls Prevention

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency schedules physical activity classes that include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls regularly at the center.
- 2) Agency registers participants for activities, obtaining a waiver to injury for each participant.
- 3) Agency has physical condition of clients assessed before setting up plan for workouts with equipment.

9. Preventive Screening, Counseling, and Referrals

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- 2) Agency contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- 3) Agency schedules and advertises programs.
- 4) Agency registers participants for activities, if necessary.
- 5) Agency has staff and/or trained volunteers available on site to coordinate the programs.
- 6) Where appropriate, Agency keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

EXHIBIT 2

HIPPA Agreement

EXHIBIT 2

Health Insurance Portability and Accountability Act (HIPAA) Agreement

The Health Insurance Portability and Accountability Act (HIPAA) is the first comprehensive federal protection of individual privacy. The U.S. Congress passed the act in 1996. It also sets national standards to protect personal health information, reduces health care fraud and waste through standardized electronic transactions and codes, and makes health coverage more portable. The implementation deadlines for Oregon Department of Human Services (DHS) are – privacy compliance: April 14, 2003; transaction and code sets compliance: Oct. 16, 2003.

Health information as defined by HIPAA and DHS privacy policies is much broader than medical. It includes all aspects of physical and mental health information, alcohol & drug, vocational rehabilitation, counseling, etc. HIPAA Federal Reg. 42, CRF 160.103 defines health information as: "any information whether oral or recorded, in any form or medium, that relates to the past, present or future physical or mental health condition of an 'individual.'"

Agency agrees to deliver the services in the contract, funded in whole or in part by this contract, in compliance with HIPAA.

Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and County for purposes directly related to the provision of services to Clients which are funded in whole or in part under this contract. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Social Services Privacy Rules.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between The City of Wilsonville/Wilsonville Senior Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

The HIPAA Privacy Rule, set forth at Title 45, parts 160 and 164 of the Code of Federal Regulations (CFR) requires a business associate to enter into a contract containing specific provisions intended to preserve the confidentiality of protected health information (PHI) obtained by the business associate in the course of its relationship with a covered entity prior to any disclosure of PHI by the covered entity to the business associate. Clackamas County is a covered entity under the HIPAA Privacy Rule and Agency is a business associate.

County and Agency desire to enter into an agreement that meets the requirements of the HIPAA Privacy Rule and that will permit the Agency to have access to, create or receive certain Protected Health Information from County in conjunction with the services being provided by Agency under the service contract.

ARTICLE 1

Terms

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Wilsonville/Wilsonville Senior Center [CONTRACTOR].
 - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
 - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
 - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

ARTICLE 2

Obligation and Activities of Contractor

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.

- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.
- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.
- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

At a minimum, Agency shall record and provide County, or an Individual as directed by County, with an accounting of the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure.

- 2.11 Except as otherwise limited in this Agreement, Agency may use Protected Health Information for the proper management and administration of the Agency or to carry out the legal responsibilities of the Agency.
- 2.12 Except as otherwise limited in this Agreement, Agency may use Protected Health Information to provide Data Aggregation services to County as permitted by 45 CFR § 164.504(e)(2)(i)(B). Agency may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

ARTICLE 3 **Obligations of County**

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period of time after County becomes aware of such information in accordance with 45 CFR § 164.522.
- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

ARTICLE 4 **Term and Termination**

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.

- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.
- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

ARTICLE 5
Miscellaneous

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations

to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.

- 5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by electronic facsimile or email and, as to communications made by United States mail, on the third (3rd) day after mailing.

If to COUNTY:

Social Services Division, ADS
PO Box 2950
Oregon City, OR 97045

Attention: Stefanie Danielson, ADS Contracts
Facsimile No.: (503) 655-8889
Email: stefanierei@co.clackamas.or.us

If to CONTRACTOR:

City of Wilsonville/Wilsonville Senior Center
7965 SW Wilsonville Rd
Wilsonville, OR 97070

Attention: Patty Brescia, Senior Services Manager
Facsimile No.: (503) 682-9062
Email: brescia@ci.wilsonville.or.us

- 5.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 5.10 The respective obligations of each party under Article 4 of this Agreement shall survive the termination of the Agreement.

EXHIBIT 3

Reporting Requirements

- A. Invoices
- B. Program Activity Reports
- C. Audit/Monitoring
- D. Administration

Exhibit 3
Reporting Requirements

A. INVOICES

Agency shall submit invoices in a format designated or approved by County. Invoices are due by the 10th of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator of the invoice shall verify that the services purchased have been performed.

Agency shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Additional financial reports for the administration of this contract, as required by the County.

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

Agency shall return to the County all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

The Agency shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 4. These reports are due with the invoices. The format of these reports shall be designated or approved by the County, and contain the following:

1. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal too or greater than units of service billed for.
2. Meal data including:
 - a) Numbers of meals served, by participant type and meal category
 - b) Amount of client donations by meal category
 - c) Meals Ordered/Delivered by Food Service Vendor
 - d) Copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

C. AUDIT/MONITORING

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The County Project Manager shall be the Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

EXHIBIT 4

Budget

- A. Budget
 - 1. Unit Cost Schedule
 - 2. Estimated Revenue
- B. Units of Service

Exhibit 4
Budget and Units of Service

A. BUDGET

The County's payment to the Agency will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: Agency acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D or III-E contribution.

Agency may not transfer funds from one service category to another without written approval from the County.

\$.96 of program income collected per meal served will contribute to reimbursement rate for each meal. The total of the number of meals served times \$.96 will be deducted from the amount requested by Agency from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Wilsonville site and be used for meal site management activities.

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B, III-C and III-D funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

Agency match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

1. UNIT COST SCHEDULE

CITY OF WILSONVILLE - SENIOR CENTER

Fiscal Year 2013-14

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	OPI Funds (5)	NSIP Funds (6)	OAA Match (7)	Medicaid Funds (8)	Client Donations (10)	NO. OF UNITS (11)	TOTAL COST (12)	REIMBURSE- MENT RATE (13)
Case Management	\$2,106						234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894						211			67	\$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			\$723				0			36	\$723	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			\$628				0			16	\$628	\$40.00
OAA/NSIP Food Service		\$8,910				\$5,850	991		\$8,640	9,000	\$24,391	\$2.60
OAA Meal Site Mngt.		\$9,180					1,021			9,000	\$10,201	\$1.02
SPD Medicaid HDM							0	\$5,247		550	\$5,247	\$9.54
TOTALS	\$10,831	\$18,090	\$1,351	\$0	\$0	\$5,850	\$3,216	\$5,247	\$8,640		\$53,225	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 = 121)

Meal Program Reimbursement Rate (2 + 5 + 6 + 7 + 8 + 9 + 10 / 11 = 13)

Other OAA Services Reimbursement Rate (1 + 3 + 4 / 11 = 13)

Source of OAA Title III-B, III-C, III D and III-E Match - City of Wilsonville, additional support staff

CONTRACT AMOUNT: 41,369

2. ESTIMATED REVENUE

SOURCE	DESCRIPTION	AMOUNT
Clackamas Co. CCSS	OAA Title III B	\$10,831
Clackamas Co. CCSS	OAA Title III C	18,090
Clackamas Co. CCSS	OAA Title III D	1,351
Clackamas Co. CCSS	NSIP Funds	5,850
City of Wilsonville	OAA Match	3,216
Program Income	Meal Participants Donations	8,640
Federal Government	Medicaid Client HDMs	5,247
TOTAL		\$53,225

B. UNITS OF SERVICE

Agency or County may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between AGENCY and County and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the Agency and the County.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Estimated Number of Unduplicated Clients to be served
Case Management	73	1 hour of service	45
Reassurance	67	1 contact	45
Information and Assistance	65	1 response to inquiry and follow up	50
Transportation	1,343	1 one-way ride	200
Physical Activity/Falls Prevention	36	1 class session	20
Preventative Screening, Counseling, and Referrals	16	1 program/activity	N/A
Food Service (OAA)	9,000	1 meal delivered/served	350
Meal Site Management (OAA)	9,000	1 meal delivered/served	350
Medicaid Home Delivered Meals	550	1 meal delivered/served	20

EXHIBIT 5

Senior Companion Program

**Scope of Work and Performance Standards
and Guidelines for Service**

~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

- a. SCP designates: Eileen Collins Title: SCP Director
Phone: 503-655-8604 E-mail: ecollins2@co.clackamas.or.us
- b. Station designates: Sadie Wallenberg Title: I & R Specilaist
Phone: 503-682-3727 E-mail: wallenberg@ci.wilsonville.or.us

A. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
2. Provide accident and liability insurance coverage as required by the program.
3. Be responsible for the management and fiscal control of the program.
4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
5. Provide orientation to Volunteer Station staff.
6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The City of Wilsonville/Wilsonville Community Center (VOLUNTEER STATION) will:

1. Designate a coordinator to serve as liason with the SCP staff.
2. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
3. Provide Senior Companions with assignments which utilize their skills and training.
4. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
5. Have the right to request the SCP reassign a volunteer.
6. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
7. Submit required paperwork to the SCP on a timely basis as requested
8. Collect and validate appropriate volunteer reports for submission to the SCP.
9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
10. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

11. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.
12. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
13. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
14. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.

Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

City of Wilsonville
Wilsonville Community Center
 Legal Name

Mailing Address:
7965 SW Wilsonville Rd.

Wilsonville, OR 97070

Phone Number:
 (503)682-3727

2. IRS/STATE NONPROFIT NUMBER:

N/A

3. CHIEF ADMINISTRATIVE OFFICIAL

Name: Bryan Cosgrove

Title: City Manager

Address:
30000 SW Town Cntr Loop E
Wilsonville, OR 97070

Phone Number:
 (503)682-1011

4. TYPE OF AGENCY: Public

5. TYPE OF PROGRAM: Social Services

6. CITY COUNCIL (LIST MEMBERS): Wilsonville Community Seniors, Inc.

Tim Knapp, Mayor
 Richard Goddard, Councilor
 Scott Starr, Councilor
 Julie Fitzgerald, Councilor
 Susie Stevens, Councilor

Wesley Morris, Chair; John McDonald, Treas.;
 Jean Tsokos Vice Chair; Jean Campagna
 Carolyn Hale, Dina Holland, Barbara
 Ricker, Robert Thompson
 Council Liaison: Councilor Scott Starr

Frequency of Meetings:
 Twice Monthly

Frequency of Meetings:
 Once a Month

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate
Written Personnel Policies	X		<u>YES</u> <u>NO</u>
Staff Job Descriptions	X		Fire Marshal X
Written Benefits Policies	X		Co. Health X
Affirmative Action Plan	X		County Zone X
Nondiscrimination Plan	X		
State/Federal Certifications	X		

Current Articles of Incorporation:

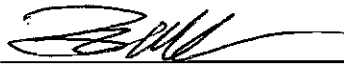
Date: 1984

Last Total Agency Audit:

Date: November 5, 2012

Types and Amounts of Insurance Held: Commercial General Liability Insurance - \$5 Million each occurrence/\$15 Million aggregate; Commercial Automobile Liability - \$5 Million each occurrence; Excess - \$250,000 per loss/\$5 Million each occurrence.

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.



Signature – Bryan Cosgrove

City Manager: _____
Title

5/10/13

Date

ATTACHMENT A

I. Response Section - Limit your response to the space provided.

1. Describe your grievance procedure for clients and how CCSS will fit into the process:

Complaints may be brought verbally or in writing to the attention of the Center Director or the Senior Advisory Board. All complaints will be discussed and a resolution made if possible. If complainant is not satisfied with results, a citizen's concern form may be obtained from City Hall. Once a citizen's concern form is filed it is routed to both the department and City Manager. An attempt to resolve the problem will occur as soon as possible.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority, rural residents age 60 and older:

No official procedure.

3. Describe your agency's operating procedures (use space provided only):

a. Hours of Operation: From 8:00 a.m. To 5:00 p.m.

Total hours per day: 9 hrs

Total hours per week: 45 hrs

b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November and the day after

Christmas, December 25

4. Please describe the boundaries of the area for which you propose to provide services.

North: Washington County Line east to Stafford Road to Shaffer Road

East: Shaffer Road to Pete's Mountain Road to Hoffman Road to Mountain Road to Willamette River, West to Molalla River to Pudding River to Marion County Line

South: Marion County Line

West: Yamhill County Line

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Center Director - 1 FTE
Senior Programs Manager – 1 FTE
Information and Referral Specialist - .5 FTE
Fitness Specialist- .8 FTE
Nutrition Coordinator I - .8 FTE
Nutrition Coordinator II - .5 FTE
Administrative Specialist I - 1 FTE
Administrative Specialist II – 1 FTE

6. Describe your methods for providing information about services.

Newsletter, newspaper, client services coordinator, lunchtime announcements, website, outreach presentations in community by Senior Programs Manager, mailing brochures to seniors in service area.

7. List the services you will be providing and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake procedures, and description of record keeping procedures).

The contracted services of assessment, case monitoring, and information and assistance are being provided by the information and referral specialist. Transportation services are provided by City Transit. Community awareness occurs through the monthly newsletter, local newspaper, word of mouth and speaking to civic groups and churches. Daily logs are kept to track all client contacts. Monthly and quarterly reports track all statistical information.

8. Briefly, describe your methods for providing legal services.

Volunteer attorney conducts 15 minute legal consultation appointments once per month.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make

arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

June 6, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
State of Oregon Department of Education – Early Learning Division
For the receipt of 2013-2015 Healthy Start and Early Learning Funds

Purpose/Outcomes	This Intergovernmental Agreement would allow Children, Youth & Families Division to administer Healthy Start Funds and Flexible Early Learning Funds for the 2013-2014 portion of the biennium or until such time that a Clackamas County Region Early Learning Hub is certified. On average, the Healthy Start program provides over 200 home visits and 900 screens for risk factors per year.
Dollar Amount and Fiscal Impact	<p>\$1, 176,152.00. These State General funds support the Healthy Start Program from which one full-time county employee, (i.e. Healthy Start Manager), is paid. While there is no match requirement in the Intergovernmental Agreement, pending legislation may require a 25% match in the Healthy Start funding category. It is unclear if the match requirement consists of a cash match or in-kind match. Historically, we have met the 25% match through the fundraising activities and in-kind sources from our local providers. We have not and do not plan to use County General Funds to meet this match.</p> <p>\$308, 062. Additional Flexible Early Learning funds, (Great Start-\$127,082, Children, Youth & Families-\$128,980, Family Support Services-52,000), may be amended into this agreement, depending on legislative action. These funds are passed through to local providers through contract and do not fund county positions, nor do they require a match.</p>
Funding Source	State General Fund and Federal TIV-B(2)Family Preservation Funds
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2015
Previous Board Action	None
Contact Person	Rodney Cook, Director CYF
Contract No.	CYF – 3-13/14

BACKGROUND:

Healthy Start Funds are expected to flow to counties for the 2013-2014 portion of the coming biennium. Once Early Learning Hubs are certified, the funds will be transferred to the Hub to administer. BCC approved Children, Youth & Families to apply to become the Early Learning Hub at its April 23rd, 2013 study session. Up to 4% of the quarterly State General Fund allocation to counties is allowed for administrative processing of the Healthy Start funds.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

Based on preliminary funding allocation forecasts, it is anticipated that \$308,062 of Early Learning Flexible Funding, (not included in this contract amount), will continue but the amount will not be known until the legislature takes final action on the budget. Currently, there is no match requirement.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

**OREGON DEPARTMENT OF EDUCATION
EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT
"Mixed Funds Agreement"**

This Early Learning Division 2013-2015 County Intergovernmental Agreement ("Agreement") is entered into by and between the State of Oregon, acting by and through its Early Learning Division of the Department of Education ("Agency"), and Clackamas County a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 417.790, and 417.795, section 4, chapter 519, Oregon Laws 2011 (as amended by section 3, chapter 37, Oregon Laws 2012), and section 1 of HB 3234 (2013) authorize Agency to implement and oversee a system of early learning services in Oregon communities to ensure that children enter school ready to learn;

WHEREAS, section 77, chapter 37, Oregon Laws 2012 (as amended by Section 16 of HB 2013 (2013)), section 24 of HB 2013 (2013), and section 1a of HB 3234 (2013) contemplate that early learning services will be delivered through the direction of Early Learning Hubs, in communities served by such hubs, and administered by the Early Learning Council through Agency, in communities not served by an Early Learning Hub;

WHEREAS, County is not currently served by an Early Learning Hub;

WHEREAS, in order to provide for the delivery of early learning services in County, Agency desires to enter into this Agreement to provide certain funding to County, under the terms and conditions hereof, for the delivery of early learning services in County;

WHEREAS, County desires to receive such funding, under the terms and conditions of this Agreement, for the foregoing purpose;

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. This Agreement is effective on the later of July 01, 2013 or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on June 30, 2015. This Agreement may be extended for additional time, with a maximum term of four years. Agency will provide to the Contractor written notice of intent to extend the Agreement in the form of an Amendment.
2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control, as follows: this agreement less all exhibits, Exhibit A Definition),

Exhibit B (Funding Area Definitions), Exhibit C (Award), Exhibit D (Special Terms and Conditions), Exhibit E (General Terms and Conditions), Exhibit F (Standard Terms and Conditions), and Exhibit G (Federal Terms and Conditions).

3. County, by execution of this Agreement, hereby acknowledges County has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

THE CHAIR, BOARD OF COUNTY COMMISSIONERS (BOCC)

By: _____
Name: _____
Title: _____
Date: _____

OTHER COUNTY COMMISSIONER DELEGATE

By: _____
Name: _____
Title: _____
Date: _____

OTHER COUNTY COMMISSIONER DELEGATE

By: _____
Name: _____
Title: _____
Date: _____

**STATE OF OREGON ACTING BY AND THROUGH
ITS OREGON DEPARTMENT OF EDUCATION**

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency (ORS 291.047)

EXHIBIT A
DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity"** means an activity falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement.
2. **"Agency"** has the meaning set forth in the first paragraph of this Agreement.
3. **"Agreement"** means this Oregon Department of Education, Early Learning Division 2013-2015 County Intergovernmental Agreement.
4. **"Allowable Costs"** means those costs deemed reasonable (Reasonable Cost, 2 CFR Part 225 (C)(2)(a)) and necessary for the State to administer and deliver the services as provided in the implementation of the Cost Allocation Plan as determined in accordance with Office of Management and Budget Circulars A-87 (2 CFR PART 225) and A-122, as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 4 of Exhibit F.
6. **"County"** has the meaning set forth in the first paragraph of this Agreement.
7. **"Cost Allocation Plan"** means the State plan submitted to Department of Health and Human Services for each year the State claims central service costs under Federal awards, as set forth in Appendix C to Part 225- State/Local wide Central Service Cost Allocation Plans).
8. **"Department of Health and Human Services or DHHS means the Federal Department of Health and Human Services**
9. **"Federal Funds"** means the funds paid to County under this Agreement that Agency receives from the Department of Health and Human Services, or another instrumentality or program of the federal government of the United States.
10. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
11. **"Funding Area Description"** means the description of a Funding Area set forth in Exhibit B.
12. **"Misexpenditure"** has the meaning set forth in Section 1 of Exhibit E.
13. **"Plan"** means the most recently adopted local coordinated comprehensive plan for County.
14. **"Provider"** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
15. **"Underexpenditure"** has the meaning set forth in section 1 of Exhibit E.

EXHIBIT B

FUNDING AREA DESCRIPTIONS

- A.** Funds for the following Funding Area are included in this Agreement as of the effective date of this Agreement.
1. **Healthy Start.** Healthy Start activities are described in OAR 423-010-0024(6) and OAR 423-045-0015.
- B.** Funds for the following Funding Areas may be amended into this Agreement, depending on legislative action.
1. **Great Start.** Great Start activities are described in OAR 423-010-0024(1).
 2. **Children, Youth and Families.** Children, Youth and Families activities are described in OAR 423-010-0024(3).
 3. **Family Support Services.** Family Support activities are described in OAR 423-010-0024(7).

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EXHIBIT C

AWARD

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Healthy Start	\$1,176,152	\$	\$

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX, Social Service Block Grant, funds.

[The balance of this page is intentionally left blank.]

**THE EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT
[PLACEHOLDER]**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Great Start	\$	\$	\$
2. Children Youth & Families	\$	\$	\$
3. Family Support Services	\$	\$	\$

EXPLANATION

For a description or OAR for the above funding see Exhibit B.

[The balance of this page is intentionally left blank.]

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in OAR 423-010-0040 and 423-010- 0027(2) and, with respect to Activities within a specific Funding Area, the limitations set forth in OAR 423-010-0023 and 423-010-0024. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-010-0027, County may retain and expend in accordance with OAR 423-010- 0027(5)(a)(b)(c) financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section not expended within 90 days after the termination of this Agreement shall be deemed an Underexpenditure subject to recovery under Section 1 of Exhibit E.
3. **Reporting.** County shall submit reports to Agency as required by OAR 423-010-0027(7-9).

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EXHIBIT E

GENERAL TERMS AND CONDITIONS

1. Disbursement, Use and Recovery of Award.

a. **Disbursement and Use Generally.** Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-010-0027(1) on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only if properly expended, in accordance with terms and conditions of this Agreement.

b. **Conditions Precedent to Disbursement.** Agency'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:

(i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) No default as described in Section 8 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Award.

(i) **Notice of Underexpenditure or Misexpenditure.** In the event of an Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

(a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or

(b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money

expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.

(d) The term "Misexpenditure" does not include any County payments or expenditures that are:

(A) Made pursuant to Oregon Administrative Rules;

(B) Made with Agency's written direction or approval; or

(C) Consistent with the Plan.

(e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification of applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i)(d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments or expenditures.

In the event of a Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

(ii) County's Response. From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 90 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

(a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

(b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

(c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from a Underexpenditure. If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 11.c(iv) below.

(iii) Appeals Process. If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) Appeal from Agency-Identified Underexpenditure or Misexpenditure. If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency 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 after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

(b) Appeal from Federal-Identified Misexpenditures. In the event the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County may request that Agency appeal the determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. If County so requests that Agency 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 the County, be retained by the County or returned to Agency pending the final federal decision resulting from the initial appeal. County and Agency shall cooperate with each other in pursuing the appeal. Agency 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. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 1.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and

practical. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to Agency the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to Agency or directing Agency to withhold future payments pursuant to Section 1.c.(iv) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to Agency the interest, if any, charged by the federal government on such amount.

(iv) Recovery From Future Payments. To the extent Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c.(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure.

Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency'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.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.

(d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

(vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 90 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

a. **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.

b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) 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 (3) 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 or any of its properties 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.

c. **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.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.

e. **Activities.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.

f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) 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 (3) 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 Agency is a party or by which Agency 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 Agency of this Agreement, other than approval by the Department of Justice if required by law.

c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

4. **Expenditure/Obligation of Award.** County may not expend or obligate in excess of 54 percent of the financial assistance provided to County under this Agreement during the first year of this Agreement without the prior approval of Agency. County may expend the financial assistance provided to County under this Agreement solely on Allowable Costs necessarily incurred in the conduct of Activities in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.

b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities other than Activities falling within that Funding Area.

c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder. The reports shall be prepared and submitted in accordance with OAR 423-010-0027(7) through (9).

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements. County shall ensure and require by contract that Providers which expend \$500,000 or more in federal funding during the fiscal year relevant to this Agreement have a single, comprehensive and independent audit with respect to such funds for that fiscal year. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 120 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

a. **Access to Records and Facilities.** The Agency, 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 and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.

b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.

c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in, accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like for County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency 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 Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement as follows:

- (i) At its sole discretion upon 60 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency 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
- (iii) Upon 45 days advance notice to Agency, 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 reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, 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. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 45 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly, the Oregon Department of Administrative Services, or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 45 days from the date the action is taken.

(iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

(vii) Upon 30 days advance written notice to County, if an Early Learning Hub (as contemplated by HB 2222 (2013) and HB 2013 (2013)) is established to serve County's jurisdiction.

12. Effect of Termination

a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 13 of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, 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 disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.

b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

d. **Survival.** Termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. In addition, termination of this Agreement shall not affect the parties rights to enforce terms or conditions of this Agreement that, by their express language or nature, should survive termination of this Agreement, including but not limited to the indemnities set forth in Section 12 of Exhibit F. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination. Specifically, but without limiting the generality of the preceding sentence, if this Agreement is terminated because an Early Learning Hub is established to serve County's jurisdiction, the parties shall cooperate in the transition of early learning services to the Early Learning Hub.

13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1 (a) of this Agreement.

14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of

financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency 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 Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency 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 Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency 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 of this Agreement under Section 15 below,

15. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

EXHIBIT F

STANDARD TERMS AND CONDITIONS

1. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Business Services Office at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: THE EARLY LEARNING DIVISION,
775 Court Street NE, Salem, OR 97301
Voice: 503.373.1283
Facsimile: 503.378.8395
Email: serena.harris@state.or.us .

Notices to County: CLACKAMAS COUNTY
Children, Youth & Families Division
Public Service Building, 2nd Floor
2051 Kaen Rd
Oregon City, OR 97045-4035

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.

2. **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.

3. **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 in the State of Oregon of proper jurisdiction. THE PARTIES BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT. 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 other 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.

4. **Compliance with Law.** Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities. 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: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 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 conduct of Activities. 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 Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

5. **Assignment of Agreement, Successors in Interest.**

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency 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.

6. **No Third Party Beneficiaries.** Agency 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 Agency to assist and enable Agency 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.

7. **Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

8. **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 when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

9. **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.

10. **Construction.** This Agreement is the product of negotiations between representatives of Agency and representatives of County. 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.

11. **Indemnity.**

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency

b. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

c. 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.

12. **Limitation of Liabilities.** EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. **Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise required by state or

federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the activities under this Agreement. With respect to that portion of the intellectual property that the County owns, County grants the Agency 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 the intellectual property) to (i) reproduce, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 14.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a.(i):

b. If state or federal law requires that the Agency or County grant to the United States a license to any intellectual property, or if state or federal law requires that the Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or the Agency. To the extent that the Agency becomes the owner of any intellectual property created or delivered by County in connection with the activities under this Agreement, the Agency 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 Agreements terms and conditions necessary to require that Providers execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

14. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15. **Time is of the Essence.** The parties agree that time is of the essence under this Agreement.

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EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements to comply with applicable federal law otherwise in this Agreement, including but not limited to Section 5 of Exhibit F, County shall comply with and shall require all Providers by contract to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers by contract to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers by contract to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) Executive Order 11246, as amended, the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. **Title XX Block Grant Funds.** When utilizing Title XX block grant funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 96, and the limitations on the uses of Title XX grants in 42 USC 1397d.

3. **Title IV-B2 Family Support Services Funds.** When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

4. **Cost Principles.** With respect to federal funds, if any, received by County under this Agreement from the sources identified in sections 2 and 3 above, County shall comply and require all Providers by contract to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 4 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If applicable, County shall comply and shall require all Providers by contract to comply, with the audit requirements and responsibilities set forth in OMB Circular A-133.

5. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A-102.

6. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102.

7. **Energy Efficiency.** County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102.

8. **Truth in Lobbying.** 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 any agency, a Member of Congress, an officer or employee of Congress, or any 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 the 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 any such officer, employee or member 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 County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Providers, subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification to the extent permitted by law.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making

or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. **HIPAA Compliance.** If the Activities are funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), County agrees to conduct the Activities in compliance with HIPAA.

10. **Resource Conservation and Recovery.** County shall comply and require all Providers by contract to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

11. **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 Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. 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.

12. **Americans with Disabilities Act.** County shall comply and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

13. **Pro-Children Act.** County shall comply and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

14. **REQUIRED FEDERAL TERMS AND CONDITIONS.** In addition to the Required Federal Terms and Conditions of Exhibit G, County shall comply and, as indicated, require all Providers by contract to comply with the following federal requirements:

a. **HIPAA Compliance.** If the Activities are funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declared itself a "covered entity" under HIPAA, County agrees to conduct the Activities in compliance with HIPAA. Without limiting the generality of the foregoing, if the services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

b. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from

unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

- c. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.
- d. **Consultation.** If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

15. **Federal Fund Accountability and Transparency Act.** County shall require by contract that all Providers receiving federal funding with a total value of \$25,000 or more under this Agreement have a Data Universal Numbering System (DUNS) number and register in the Central Contractor Registration (CCR) system. County may not sub-grant Award funds of \$25,000 or more to a Provider unless the Provider has a DUNS number and is registered in the Central Contractor Registration system.

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June 6, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
The State of Oregon Early Learning Division for the receipt of
2013-2015 County Healthy Families Oregon Medicaid Administrative Activities

Purpose/Outcomes	This Intergovernmental Agreement would allow Children, Youth & Families Division to administer Healthy Start Medicaid Funds for the 2013-2014 portion of the biennium or until such time that a Clackamas County Region Early Learning Hub is certified. On average, the Healthy Start program provides over 200 home visits and 900 screens for risk factors per year.
Dollar Amount and Fiscal Impact	The maximum amount for providing Medicaid administrative activities under this agreement is \$200,000. Federal Medicaid funds require a 50% State Match. The way this is accomplished, is by the State requiring the County to reimburse the State 50% of the \$200,000. This process results in a \$100,000 gain for the county with no actual County Funds being required as a match for this intergovernmental Agreement. The \$100,000 of Title XIX Medicaid funds augment the \$1,176,152 in State General Funds that support the Healthy Start Program, from which One full-time county employee (i.e. Healthy Start Manager) is paid. There are no County General Funds involved with this program.
Funding Source	Federal Title XIX Oregon Medicaid program is administered by the Oregon Health Authority. The Oregon Health Authority has an interagency agreement with the Oregon Early Learning Division that authorizes the Early Learning Division to administer Medicaid administrative activities for purposes of the Healthy Start program.
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2015
Previous Board Action	None
Contact Person	Rodney Cook, Director Children Youth & Families
Contract No.	CYF-2-13/14

BACKGROUND:

Medicaid funds through this Intergovernmental Agreement would be a continuance of State funds currently administered by Children Youth & Families Division on behalf of the Clackamas Commission on Children & Families. Although the State Commission on Children & Families will cease to exist on June 30, 2013, Children, Youth & Families intends to continue administering State funds from the Department of Education (Early Learning Division and Youth Development Division). In addition, BCC has approved Children Youth & Families to apply to become the Early Learning Hub at its April 23, 2013 study session which will administer Healthy start funds once Hub certification occurs.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

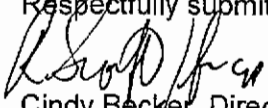
Federal Medicaid funds are used to augment the total Healthy Start fund allocation. Healthy Start Funds are expected to flow to counties for the 2013-2014 portion of the coming biennium. Once Early Learning Hubs are certified, the funds will be transferred to the Hub to administer. BCC approved Children, Youth & Families to apply to become the Early Learning Hub at its April 23rd, 2013 study session.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

**THE EARLY LEARNING DIVISION
2013-2015 COUNTY HEALTHY FAMILIES OREGON
MEDICAID ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT**

"HEALTHY START AGREEMENT"

This Early Learning Division 2013-2015 County Healthy Families Oregon - Medicaid Administrative Activities Intergovernmental Agreement (this "Agreement") is entered into by and between the State of Oregon, (the "State") acting by and through its Early Learning Division ("AGENCY") and Clackamas County, a political subdivision of the State of Oregon ("COUNTY").

RECITALS

WHEREAS, under Title XIX of the Social Security Act (the "Act"), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation ("FFP") is the federal government's share for states' Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures ("State Share"). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services (DHHS), Centers for Medicare and Medicaid Services ("CMS") for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan").

WHEREAS, the State Medicaid program is administered by the Oregon Health Authority ("OHA"), pursuant to ORS 409.010(3). OHA has an interagency agreement with AGENCY that authorizes AGENCY to administer Medicaid administrative activities for purposes of the Healthy Families Oregon programs authorized under ORS 417.795 (formerly known as the Healthy Start Family Support Services Program). AGENCY desires to administer those Medicaid administrative services, in part, through its Agreement with the COUNTY.

WHEREAS, ORS 417.795, authorizes AGENCY to establish Healthy Families Oregon programs, as funding becomes available.

WHEREAS, COUNTY desires to receive funding from AGENCY to implement Health Families Oregon programs to improve the wellness of children and families located within COUNTY'S jurisdiction.

WHEREAS, consistent with the goals of the Healthy Families Oregon programs, AGENCY and COUNTY, intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid who reside in the geographic areas served by the COUNTY. Under the Agreement, COUNTY, through contracts with local providers ("Providers"), who must be enrolled with the Oregon Health Authority, Department of Medical Assistance Program ("DMAP") to provide Medicaid services, will perform Title XIX administrative activities. COUNTY will utilize Providers to perform outreach, health care coordination, and other medical assistance related to administrative activities that support the administration of the State Medicaid Plan.

WHEREAS, 42 CFR 433.51 permits the use of public funds to be appropriated directly to the COUNTY to be considered as the State Share in obtaining FFP;

WHEREAS, AGENCY and COUNTY desire to enter into this Agreement to ensure optimal utilization of available federal funding for Healthy Oregon Families administrative activities in order to better serve the eligible Medicaid population of Oregon; and

WHEREAS, COUNTY acknowledges that, in accordance with 2013 Oregon legislation, the implementation of Health Families Oregon programs may change and that, accordingly, AGENCY may terminate this Agreement, as provided herein, to provide for continuing implementation of the Healthy Families Oregon programs, as contemplated by 2013 legislation.

NOW THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT.** This Agreement is effective on July 1, 2013, or on the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on June 30, 2015.

Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2013.

2. **STATEMENT OF WORK.** COUNTY shall, through subcontracts with its Providers, provide Title XIX administrative activities as further described in Attachment A, section (A1) Medicaid/OHP Outreach Activities and Facilitating Medicaid/OHP Eligibility, section (B1) Referral, Coordination, Monitoring, and Training of Medicaid/OHP Covered Services (C1) Medicaid/OHP Transportation and Translation, (D1) Program Planning, Policy Development, and Interagency Coordination Related to Medicaid/OHP Services; which are incorporated herein by this reference (the "Work"). Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid those activities are further described in Attachment A, section (A2) Outreach and Application Assistance for Non Medicaid/OHP Programs, (B2) Case Planning, Monitoring, Coordination, Referral and Training of Non Medicaid/OHP Covered Services, (C2) Non Medicaid/OHP Transportation and Translation means, and (D2) Coordination Related to Non-Medicaid/OHP Services.

A. COUNTY RESPONSIBILITIES.

1. COUNTY represents that it is a local governmental entity authorized by local authority to enter into the Agreement.
2. COUNTY shall enter into written subcontracts that require its Providers to submit necessary information for developing a Medicaid claim for Medicaid allowable activities to AGENCY on a quarterly basis, including: a list of each individual identified as performing activities under this Agreement and the salary and other personnel

expenses for each identified individual; and the actual time study record of all activities.

3. COUNTY shall enter into written subcontracts that require its Providers to participate in time studies required under this Agreement and to utilize the specific activity codes ("Activity Codes") and time study methodology approved by AGENCY, OHA, and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") to document time spent on each administrative activity listed in Attachment A and to claim all allowable costs under this Agreement. COUNTY shall require its Providers to participate in the time study during the four days per quarter determined by AGENCY. The Activity Codes that COUNTY shall require its Providers to use are attached to the Agreement as Attachment A. AGENCY will provide to COUNTY the form of the time study Providers must utilize.
4. COUNTY shall enter into written subcontracts that require its Providers to participate, not less than annually, in State-offered Medicaid training on the implementation of the time study and Activity Codes to ensure its Providers make claims only for allowable Medicaid administrative activities.
5. COUNTY shall enter into written subcontracts that require of its Providers that all reimbursement claims for administrative activities are claimed in accordance with Title 2 CFR PART 225 (OMB Circular A-87). The administrative activities eligible for reimbursement must be directly related to the administration of the State Medicaid Plan.
6. COUNTY shall enter into written subcontracts that require its Providers to maintain, and make available to COUNTY and AGENCY upon request, the following information on:
 - a. Employees who perform services under this Agreement: the employee's name, title, job description, education level, salary, and other personnel expenses for each individual; and
 - b. Cost information: records to indicate the nature and extent of services provided, and other resources that have been applied to offset costs; and
 - c. Time study records
 - d. Any other information applicable to the Medicaid administrative services provided under this Agreement.
7. COUNTY shall enter into written subcontracts that require its Providers to provide all records that support the quarterly claim, upon request of AGENCY, OHA, the Oregon Department of Justice, the Oregon Secretary of State, or federal officials.
8. COUNTY'S written subcontracts with Providers shall comply with all requirements of 42 CFR 434.6 as applicable.

9. COUNTY shall enter into written subcontracts that require of its Providers that Medicaid eligible children and families receiving assistance administered under this Agreement be free to accept or reject Medicaid services and to receive such service from an enrolled Provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
10. COUNTY must advise Provider that Provider may include in its claim to COUNTY the actual costs billed to Provider by COUNTY for the performance of Medicaid Administrative Activities provided by COUNTY to Provider in its submission to the COUNTY for the purpose of calculating the Provider's Medicaid Administrative Claim.
11. COUNTY shall comply with and require by contract that any Provider comply with all requirements set forth in this Agreement, including but not limited to Attachment B, "Additional Requirements", attached to and made a part of this Agreement by this reference.

B. AGENCY RESPONSIBILITIES.

1. OHA shall determine the dates during each quarter on which the time study shall be conducted, and AGENCY shall communicate those dates to the COUNTY and Providers conducting the time study.
2. Upon receipt of time study records from Providers, AGENCY will compile the time study results on a quarterly basis, calculate the administrative Medicaid claim, and submit the administrative Medicaid claim for payment to OHA.
3. AGENCY shall provide technical assistance in the identification of allowable Medicaid administrative activities under the Agreement.
4. AGENCY shall assist COUNTY and Providers in responding to any federal Medicaid compliance issues related to the Agreement.

3. CONSIDERATION

A. Summary of Medicaid Payment Methodology

Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. COUNTY will provide under this Agreement 50% of the total allowable costs attributable to Medicaid Administrative activities. AGENCY will pay COUNTY the total allowable costs of providing Medicaid administrative activities, in arrears, on a quarterly basis. COUNTY shall then reimburse AGENCY 50% of the total allowable costs of providing Medicaid administrative activities, which represents the State match portion of the Medicaid expenditures. The State match funds COUNTY transfers to AGENCY shall be public funds that are not federal funds, or shall be federal funds authorized by federal law to be used to match other federal funds. Oregon Health Authority will claim the Federal Financial Participation (FFP) amount from U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).

In addition, COUNTY on a quarterly basis will pay to AGENCY an Intergovernmental charge of 1% (one percent) of the total allowable cost of providing Medicaid administrative activities under this Agreement.

Allowable administrative Medicaid costs are separate from any other direct Medicaid or other services that may be provided by COUNTY pursuant to separate Medicaid funding agreements or authorizations. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall COUNTY be reimbursed more than the actual cost of the activities claimed by COUNTY under this Agreement.

AGENCY'S payment obligation is conditioned on: (1) AGENCY receiving payment from OHA in an amount sufficient to pay COUNTY; (2) AGENCY receiving the necessary time study results from Providers to calculate the quarterly claim for Medicaid administrative activities; and (3) AGENCY reasonably determining to accept the quarterly claim for Medicaid administrative activities, in whole or in part. COUNTY'S obligation to perform under this Agreement is conditioned on: (1) AGENCY'S timely payment in arrears for past performance due under this Agreement, and (2) AGENCY receiving payment from OHA in an amount sufficient to pay COUNTY for the provision of prospective performance due under this Agreement.

- B.** Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is \$200,000. COUNTY shall reimburse AGENCY 50% of this amount for the State match portion.
- C.** AGENCY will not pay for any Work performed before the beginning date or after the expiration date of this Agreement including amendments thereto.
- D.** COUNTY shall submit claims for Medicaid allowable activities only. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid. In addition, Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral, coordination, planning of screening or services that are provided free to the general population would not be considered as Medicaid administration.
- E.** Total Allowable Administrative Costs for which COUNTY may request reimbursement from AGENCY under this Agreement include the following costs.
 - 1.** AGENCY incurs administrative costs in its administration of the Agreement, including but not limited to processing the Provider time studies and calculating the allowable

Medicaid administrative claiming on behalf of COUNTY, and payment of an intergovernmental charge to OHA. AGENCY invoices COUNTY on a quarterly basis for the administrative expenses incurred from the above responsibilities under this Agreement, not to exceed actual costs.

2. COUNTY incurs indirect Medicaid costs in its administration of the Agreement, including payment of AGENCY administrative costs invoiced to COUNTY as described in paragraph 1 of this subsection and other actual Medicaid indirect costs associated with administering the tasks authorized under this Agreement with its Providers such as implementation of the time study requirements. COUNTY'S actual Medicaid indirect costs must be documented and justifiable. COUNTY will include in its claim for Total Allowable Administrative Costs to AGENCY the amount of the COUNTY'S actual Medicaid indirect costs.
 3. Consistent with Subsection II.A of this Agreement, COUNTY will obtain Provider time study information for the purpose of obtaining reimbursement for Provider Medicaid administrative claiming. COUNTY'S total Allowable Administrative Costs shall include the Provider Medicaid administrative claiming information.
 4. Total Allowable Administrative Costs that may be claimed by COUNTY under this Agreement are the amounts described in paragraphs 2 and 3 of this subsection.
- F. COUNTY shall invoice AGENCY quarterly, in arrears for the Total Allowable Administrative Costs identified in Subsection E of this section.
1. AGENCY will reimburse COUNTY in arrears on a quarterly basis for the total allowable costs of providing Medicaid administrative services accepted by AGENCY.
 2. COUNTY will reimburse AGENCY quarterly upon invoice from the State for the State match portion which is equal to 50% of the amount billed by COUNTY and accepted by AGENCY for the total allowable Medicaid administrative costs.
- G. COUNTY shall send itemized invoice to the following AGENCY supervising representative:
- Attn: Serena Harris**
Early Learning Division
Contracts and Procurement Office
775 Court Street NE
Salem, OR 97301
- H. COUNTY represents by its signature to this Agreement that for the purposes of 42 CFR 433.51, the funds it transfers to AGENCY pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law through a waiver in order for federal funds to be used as match other federal funds.

4. RECOVERY OF FUNDS

To the extent permitted by law, including without limitation, applicable constitutional, statutory

and regulatory provisions and controlling governmental determinations and orders, COUNTY shall be financially responsible for the final amount of any claim for Work provided under this Agreement that CMS, OHA, or AGENCY finds unallowable under the Medicaid program. In the event CMS, OHA, or AGENCY finds any costs claimed by COUNTY unallowable, AGENCY shall provide COUNTY written notice identifying the amount that must be refunded to CMS, OHA, or AGENCY. Within thirty (30) calendar days of AGENCY'S notice, COUNTY shall either (1) make payment to AGENCY for the full amount of the unallowable cost identified by AGENCY in its notice; or (2) notify AGENCY in writing that COUNTY wishes to repay the unallowable amount from future payments or other means. AGENCY may then offset the unallowable amount from future payments owed to COUNTY under this Agreement, or any payment to COUNTY from AGENCY under any other contract or agreement between COUNTY and AGENCY, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of AGENCY set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to AGENCY by law or under this Agreement.

If payment to COUNTY by AGENCY under this Agreement are made in error or are found to be excessive under the terms of this Agreement, AGENCY, after giving written notification to COUNTY, shall enter into nonbinding discussions with COUNTY within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, AGENCY may withhold payments due COUNTY under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the parties to recover the amount of the overpayment.

Nothing in this Agreement shall require COUNTY or AGENCY to act in violation of law, including without limitation, applicable constitutional, statutory and regulatory provisions and controlling governmental determinations and orders.

5. GENERAL PROVISIONS

A. Compliance with Law. COUNTY shall comply and shall require its Providers to comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, COUNTY expressly agrees to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In the performance of Work under this Agreement, COUNTY shall use recyclable and recycled products to the maximum extent which is economically feasible. No federal funds may be used to provide Services in violation of 42 USC 14402.

B. Subcontracts. COUNTY shall enter into subcontracts for the purposes of performing

the Work under the 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 Work. Subcontracts must be in writing and contain each of the provisions necessary to permit COUNTY to comply with its obligations under the Agreement with respect to the Work performed by the Provider, and any other provisions AGENCY deems to be reasonably appropriate. COUNTY shall maintain an originally executed copy of each subcontract at its office and shall furnish a copy of any subcontract to AGENCY upon written request.

6. Termination.

- A.** The Agreement may be terminated at any time by mutual written consent of both parties, or by either party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person. COUNTY acknowledges that AGENCY may terminate this Agreement in accordance with this Section 6, if AGENCY determines that such termination is necessary or desirable to continue implementation of Healthy Families Oregon programs in accordance with Oregon law that becomes effective January 1, 2014.
- B.** In addition, either Party may terminate the Agreement, in whole or in part, immediately upon notice to the other, or if AGENCY terminates, at such later date as AGENCY may choose to establish in such notice, under any of the following conditions:
 - 1.** Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work under the Agreement is prohibited or AGENCY is prevented from paying for such Work from the planned funding source;
- C.** AGENCY fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Work; or
- D.** The other party, including its employees, agents or assigns, commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger the other's performance under this Agreement in accordance with its terms, and fails to correct such breach, default, or failures within ten (10) calendar days after delivery of notice by the other Party, or if AGENCY terminates, such longer period as AGENCY may choose to specify in such notice.
- E.** Upon receiving a notice of termination from AGENCY, COUNTY shall immediately cease all activities under the Agreement, unless expressly directed otherwise by AGENCY in the notice of termination. Upon termination, COUNTY shall deliver to AGENCY all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.
- F.** Termination of this Agreement pursuant to this Subsection G shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall neither affect AGENCY'S right to recover funds from COUNTY

pursuant to Section IV nor COUNTY'S right to payment under Subsection 3.A for Work appropriately performed prior to termination.

- G. In the event insufficient funds are appropriated for performance of the Work under this Agreement and the COUNTY has no other lawfully available funds to pay for such Work, then the COUNTY may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to AGENCY.

COUNTY must deliver written notice to AGENCY of termination pursuant to this paragraph 5 not later than (a) thirty (30) days from the determination by the COUNTY of the event of non-appropriation or (b) thirty (30) days from the end of the legislative session, whichever first occurs.

7. Confidentiality of Client Information

- A. The Work provided under the Agreement does not include the use of, access to, exchange of or disclosure of personally identifiable health information. Therefore, the parties reasonably believe that the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 do not apply. The Agreement does not require or provide for the use of "standard transactions" as that term is used in the HIPAA Transaction Rules, 45 CFR Part 162. If the Work is revised, or if the federal HIPAA requirements are changed or interpreted in a way that would require the Work to comply with any HIPAA requirement, the parties may amend the Agreement to address such change or interpretation.
 - B. The use or disclosure of information concerning the administration of the Medicaid program shall be limited to persons directly connected with the administration of this Agreement unless otherwise authorized or required by law. AGENCY and COUNTY shall apply confidentiality policies to all requests from outside sources.
- 8. Record Maintenance; Access.** COUNTY shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, COUNTY shall maintain any other records pertinent to the Agreement in such a manner as to clearly document COUNTY'S performance. COUNTY acknowledges and agrees that AGENCY, OHA, the Oregon Department of Justice, the Oregon Secretary of State's Office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of COUNTY that are pertinent to the Agreement to perform examinations and audits and to make excerpts and transcripts. COUNTY shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. COUNTY shall require its Providers to comply with the requirements in this section.
- 9. Notice.** Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be in writing by personal delivery, facsimile, or mailing the same, postage prepaid to COUNTY or AGENCY at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and

mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile will be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against AGENCY, any notice transmitted by facsimile must be confirmed by telephone notice to AGENCY'S Office of Contracts and Procurement at (503) 373-1283.

To be effective against COUNTY, any notice transmitted by facsimile must be confirmed by telephone notice to COUNTY'S Early Learning Division Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to AGENCY: Early Learning Division
Contracts and Procurement Office
775 Court Street NE
Salem, OR 97301

Notices to COUNTY: CLACKAMAS COUNTY
Children, Youth & Families Division
Public Service Building, 2nd Floor
2051 Kaen Rd
Oregon City, OR 97045-4035

10. **Severability.** The parties agree that if any term or provision of the 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.
11. **Counterparts.** The 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 the Agreement so executed shall constitute an original.
12. **Governing Law; Venue; Consent to Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between AGENCY (and/or any other agency of the State of Oregon) and COUNTY that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
13. **Assignment of Contract, Successors in Interest.**

- A. COUNTY shall not assign or transfer its interest in the Agreement without prior written approval of AGENCY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the AGENCY may deem necessary. No approval by the AGENCY of any assignment or transfer of interest shall be deemed to create any obligation of the AGENCY 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.
- 14. No Third Party Beneficiaries.** AGENCY and COUNTY are the only parties to the 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 AGENCY to assist and enable AGENCY to accomplish its statutory mission. 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 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 the Agreement.
- 15. Integration and Waiver.** The Agreement, including all of its Attachments, 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 the Agreement. The failure of either party to enforce any provision of the Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 16. Amendment.** No waiver, consent, modification or change of terms of the Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. COUNTY, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 17. Headings.** The headings and captions to sections of the Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret the Agreement.
- 18. Construction.** This Agreement is the product of negotiations between representatives of AGENCY and representatives of COUNTY. 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.
- 19. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTIONS VI AND V OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE 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.

20. Force Majeure. Neither AGENCY nor COUNTY shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the AGENCY'S or COUNTY'S reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

21. Time is of the Essence. The parties agree time is of the essence under this Agreement.

22. FEDERAL PROVISIONS

A. In addition to the requirements of Subsection V.A, COUNTY shall comply and, as indicated, require all Providers to comply with the following federal requirements. For purposes of the Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

A1. Equal Employment Opportunity. If the Agreement, including amendments, is for more than \$10,000, then COUNTY shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

A2. Clean Air, Clean Water, EPA Regulations. If the Agreement, including amendments, exceeds \$100,000 then COUNTY shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), 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 AGENCY, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. COUNTY shall comply with, and include in its contracts with all Providers receiving more than \$100,000 in Federal Funds language requiring the Provider to comply with, the federal laws identified in this section.

A3. Energy Efficiency. COUNTY shall comply with applicable mandatory standards and conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

A4. Truth in Lobbying. COUNTY certifies, to the best of 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.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- A5. 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 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- A6. Audits.** COUNTY shall comply and, if applicable, require Providers to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- A7. 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 Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. 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.

A8. Medicaid Compliance. To the extent COUNTY provides any Work whose costs are paid in whole or in part by Medicaid, COUNTY shall comply with and require its Providers to comply with the federal and state Medicaid statutes and regulations applicable to the Work, including but not limited to:

- a. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to OHA, the Oregon Department of Justice and the Secretary of the U.S. Department of Health and Human Services;
- b. Complying with all applicable disclosure requirements set forth in 42 CFR 1002.3(a) and 42 CFR Part 455, Subpart B;
- c. Complying with any applicable advance directive requirements specified in 42 USC Section 1396(a)(57) and 42 CFR section 431.107(b)(4);
- d. Complying with the applicable certification requirements of 42 CFR sections 455.18 and 455.19, including that information submitted with any claim for the provision of Medicaid Services is true, accurate and complete; and
- e. Requiring that entities receiving \$5 million or more annually under this Agreement and any other Medicaid contract shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC §1396a(a)(68).

COUNTY shall include in all agreements with Providers receiving Medicaid language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

A9. Americans with Disabilities Act. COUNTY shall comply with and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Work.

A10. Pro-Children Act. COUNTY shall comply with and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

A11. HIPAA Compliance. COUNTY shall comply with and require all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services.

Additional Certification: By execution of the Agreement, I, an authorized representative of COUNTY, certify that COUNTY has provided training and education to its employees and agents employed to comply with the required terms and conditions of this Agreement, and so require of them that all data, claims, submissions or other submissions that provide a basis for claiming or receiving reimbursement under the Agreement will be true, accurate, and complete; that payment of claims to COUNTY will be from federal and State funds, and therefore, any falsification or concealment of a material fact by COUNTY when submitting claims or other submissions to obtain payments may be prosecuted under federal and State laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**OREGON DEPARTMENT OF EDUCATION
EARLY LEARNING DIVISION**

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency (ORS 291.047)

THE CHAIR, BOARD OF COUNTY COMMISSIONER

By: _____
Name: _____
Title: _____
Date: _____

COUNTY COMMISSIONERS DELEGATE

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

TIME STUDY ACTIVITY CODES

A1. Medicaid/OHP Outreach Activities and Facilitating Medicaid /OHP Eligibility

This code should be used when performing activities that inform eligible or potentially eligible individuals about Medicaid/OHP/Oregon Healthy Kids. This code should also be used when describing the range of services covered under Medicaid/OHP/Oregon Healthy Kids, how to access and obtain them, and the benefits of Medicaid/OHP preventative services. Use this code when assisting children and their families in applying for and becoming eligible for Medicaid/OHP. Activities for obtaining and sharing information for Medicaid/OHP outreach and facilitating Medicaid/OHP eligibility can be written or verbal and may occur during meetings, home visits, or over the phone. This includes related paperwork, clerical activities, and staff travel required to perform these activities. Please note it is not necessary that the child/family actually receive Medicaid/OHP in order for this code to be used.

Examples:

- Informing Medicaid eligible and potential Medicaid eligible children and families about the benefits and availability of services provided by Medicaid (including preventative treatment and screening) including services provided through Enter Periodic Screening Diagnosis and Treatment (EPSDT) program.
- Developing and/or compiling materials to inform individuals about the Medicaid program (including EPSDT) and how and where to obtain those benefits. Note: this activity should not be used when Medicaid-related materials are already available to the children and families served in your target population (such as through the Medicaid agency). As appropriate, obtain prior approval from Medicaid when creating/developing outreach materials.
- Distributing literature about the benefits, eligibility requirements, and availability of the Medicaid program, including EPSDT.
- Assisting the Medicaid agency to fulfill the outreach objectives of the Medicaid program by informing individuals, children and their families about health resources available through the Medicaid program.
- Providing information about Medicaid EPSDT screening (e.g., dental, vision) available that will help identify medical conditions that can be corrected or improved by services offered through the Medicaid program.
- Contacting pregnant and parenting women and teens about the availability of Medicaid-covered prenatal and well-baby care programs, immunizations, birth control options and services.
- Providing information regarding Medicaid managed care programs and health plans such as Oregon Healthy Kids to individuals and families, including how to access the system.

- Encouraging families to access medical/dental/mental health services provided by the Medicaid program.
- Verifying an individual's current Medicaid eligibility status for purposes of the Medicaid eligibility process. (This may be accomplished by performing an eligibility check on-line, by reviewing the medical card, or contacting a local DHS/OHA facility to verify status of eligibility.)
- Reminding or assisting families to reapply for OHP to keep it current.
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants.
- Assisting individuals or families complete a Medicaid eligibility application
- Gathering information related to the application and eligibility determination process for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application.
- Providing necessary forms and/or packaging forms in preparation for Medicaid eligibility determination.
- Referring an individual or family to a local assistance office to make application for Medicaid benefits.
- Assisting an individual or family in collecting/gathering required information and documents for the Medicaid application.
- Identifying enrolled providers to provide Medicaid covered services, such as: immunizations, well child exams, dental services, mental health services.
- Participating as a Medicaid eligibility outreach outpost. NOTE: excludes determining eligibility.
- Preparing, presenting and disseminating child health related materials identifying Medicaid-covered services and how to access such services including preventative health care and substance abuse prevention programs, related staff travel and paperwork.
- Informing parents/families on how to appropriately access/use Medicaid-covered medical care/services.

A2. Outreach and Application Assistance for Non-Medicaid/OHP Programs:

Activities that assist the child/family in gaining access to non-Medicaid/OHP services and effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women's Infant and Children Program ("WIC"), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school

programs, friendly visitor and vocational services.) Providers that are not enrolled with Medicaid or part of Medicaid Managed care network of providers and activities that assist the child/family in applying for these services, including form preparation, related staff travel, clerical, and paperwork.

Examples:

- Informing families about general health education programs or campaigns and how to access them, conducting, scheduling or promoting these programs.
- Scheduling and promoting activities which educate individuals about the benefits of healthy lifestyles, home safety and accident prevention.
- Non-Medicaid/OHP outreach directed toward encouraging persons to access social, educational, legal, or other services not covered by Medicaid/OHP.
- Explaining eligibility rules and the eligibility process to prospective applicants for NON-OHP programs, providing the necessary forms and packaging all forms in preparation for such NON-OHP services.
- Informing individuals and families about NON-OHP programs, such as Housing, food banks, Foster Care, Financial Assistance for needy families TANF, Food Stamps, Women's Infant and Children (WIC) program, Childcare, Legal Aid and other NON-OHP social or educational programs, and referring them to the appropriate agency to make application for such services.
- Providing outreach, developing and verifying initial and continuing eligibility for the Free and Reduced Lunch Program.

B1. Referral, Coordination, Monitoring, and Training of Medicaid/OHP Covered Services

Staff should use this code when making referrals for, coordinating, and/or monitoring the delivery of, (Medicaid-covered) services. This code may also be used when coordinating or participating in training events and seminars for outreach staff regarding the benefits of the Medicaid/OHP program, how to assist families to access Medicaid-covered services, and how to more effectively refer participants for services. Activities that are an integral part of or an extension of a direct medical service are not claimable as an administrative activity and must be reported as E. Note: Targeted case management is also not claimable as an administrative activity and must be reported as E. Claimable activities reported include related staff travel, clerical, and paperwork.

Note: If medically licensed staff provide these activities they are considered integral to Medical services they provide whether they are actively billing Medicaid for direct medical services or not must be reported under E for Direct Healthcare Services.

- Monitoring, coordination, and training of Medicaid/OHP services: for vulnerable children and families, including agency staffing to coordinate Medicaid/OHP services for child health and development, (Note: this does not include Individualized Family Services Goal Plan meetings), arranging for Medicaid-covered services, coordinating child specific Medicaid-covered services in coordination with services identified (i.e.

psychological counseling, health, substance abuse counseling and consultation), related staff travel and paperwork.

- **Referral and Coordination:** Gathering information in advance of a referral for a Medicaid-covered service utilizing questionnaires (i.e. New Baby Questionnaire or Family Update). Making referrals for and coordinating Medicaid covered screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other Medicaid-covered medical services. Contacts with parents regarding their child's Medicaid covered healthcare needs. Gathering background information and supportive data such as social history and medical history. Helping families meet goals related to Medicaid covered services and coordinating medical care with partnering agencies also serving the family such as Early Intervention and/or Community Health Nurses, and related staff travel and paperwork.
- **Immunization:** Scheduling immunizations, coordination of immunizations for children, related staff travel and paperwork.
- **Maternal Care Services:** Referring for Medicaid-covered prenatal, postpartum and newborn care, pre-pregnancy risk prevention, family planning and related staff travel and paperwork.
- **Developmental Delay:** Gathering information in advance of a referral for a Medicaid-covered service utilizing Ages and Stages Questionnaire (ASQ) and ASQ Social Emotional Questionnaire for early identification of age appropriate child development and/or delays to assure health and developmental problems are found, diagnosed and treated. Coordinating or referring for early Medicaid-covered medical consultation and evaluations, related staff travel and paperwork. Participating in or coordinating training which improves the delivery of Medicaid/OHP services, enhances early identification, intervention, screening and referral of children with special health needs.

B2. Case Planning, Monitoring, Coordination, Referral and Training of Non-Medicaid/OHP Covered Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation. Includes related staff travel, clerical, and paperwork.
- Case management of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services) arranging transportation for these services. Making referrals for and coordinating the delivery of these social services and

community wellness programs. Arranging transportation for these services and coordinating or participating in training events and seminars for these services. Includes related staff travel, clerical, and paperwork.

- Making direct referrals to social services such as housing, energy assistance, educational and/or special education, childcare, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. Includes related staff travel, clerical and paperwork.
- Participating in or coordinating training which improves the delivery of non-Medicaid/OHP services.

Examples:

- Helping families meet non Medicaid covered related goals
- General education and referrals about topics like nutrition, normal breastfeeding, exercise, wellness, attachment, infant development
- Sharing toys, making toys
- Literacy
- Parent child interactions

C1. Medicaid/OHP Transportation and Translation:

Assisting an individual to obtain transportation to services covered by OHP, arranging for or providing translation services to facilitate access to OHP services. This does not include the provision of the actual transportation services, but rather the administrative activities involved in arranging or scheduling transportation to a Medicaid covered service. Translation services must be provided by an employee whose role is performing translation functions to facilitate access to Medicaid-covered services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral and signing) that assist the individual to access and understand necessary care or treatment covered by Medicaid.
- Developing translation materials that assist individuals to access and understand necessary care or treatment covered by Medicaid.
- Scheduling or arranging transportation to Medicaid/OHP covered services
- Related staff travel and paperwork

C2. Non-Medicaid/OHP Transportation and Translation means:

Assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.

Special Note: Use this code when accompanying an individual to non-Medicaid/OHP services.

D1. Program Planning, Policy Development, and Interagency Coordination Related to Medicaid/OHP Services

Performing activities associated with the development of strategies to improve the coordination and delivery of medical/dental/mental health services, and when performing collaborative activities with other agencies and/or providers. Planning and developing procedures to track requests for services; the actual tracking of requests for Medicaid services would be coded under B1 Referral, Coordination and Monitoring of Medical Services. Working internally and with other agencies to improve services, expand health and medical services and their utilization to specific target populations, gathering information about their functions, to improve early identification of health and developmental problems, related staff travel, clerical, and paperwork.

Examples:

- Identifying gaps or duplication of medical/dental/mental services and developing strategies to improve the delivery and coordination of these services.
- Developing strategies to assess or increase the capacity of medical/dental/mental health programs.
- Monitoring medical/dental/mental health delivery systems.
- Developing procedures for tracking families' requests for assistance with medical/dental/mental services and providers, including Medicaid. (This does not include the actual tracking of requests for Medicaid services.)
- Evaluating the need for medical/dental/mental services in relation to specific populations or geographic areas.
- Analyzing Medicaid data related to a specific program, population, or geographic area.
- Working with other agencies and/or providers that provide medical/dental/mental services to improve the coordination and delivery of services, to expand access to specific populations of Medicaid eligibles, and to increase provider participation and improve provider relations.
- Working with other agencies and/or providers to improve collaboration around the early identification of medical/dental/mental problems.
- Developing strategies to assess or increase the cost effectiveness of medical/dental/mental health programs.
- Defining the relationship of each agency's Medicaid services to one another.
- Working with Medicaid resources, such as the Medicaid agency and Medicaid managed care plans, to make good faith efforts to locate and develop EPSDT health services referral relationships.
- Developing advisory or work groups of health professionals to provide consultation and advice regarding the delivery of health care services.
- Working with the Medicaid agency to identify, recruit and promote the enrollment of potential Medicaid providers.
- Developing medical referral sources such as directories of Medicaid providers and managed care plans who will provide services to targeted population groups, e.g., EPSDT children.
- Coordinating with interagency committees to identify, promote and develop EPSDT services

- System coordination, community meetings to improve services, expand access to OHP, improve system of care.
- Developing a family planning, education, counseling and service program compatible with community norms, locating or developing family planning information and materials and methods of distribution, developing a family planning service referral network
- Notifying medical providers of Healthy Start/Healthy Families Oregon services and coordination opportunities.
- Recruitment of enrolled providers to provide Medicaid covered services, such as: immunizations, well child exams, dental services, and mental health services.
- System coordination to improve delivery of immunizations.
- Related supervision, travel, case conferences, team meetings and paperwork.

D2. Coordination Related to Non-Medicaid/OHP Services

Working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid/OHP activities, expand access and linkage to non-Medicaid/OHP services, their utilization by specific target populations; related staff travel, clerical, and paperwork.

E. Direct Health Care Services

Providing medical care, treatment, and/or counseling services to an individual. This code also includes administrative activities that are an integral part of or extension of a medical service (e.g., patient follow-up, patient assessment, patient counseling, patient education, parent consultations, billing activities). This code also includes all related paperwork, clerical activities, or staff travel required to perform these activities.

- Providing health/mental health services.
- Medical/health assessment and evaluation.
- Conducting medical/health assessments/evaluations and diagnostic testing and preparing related reports.
- Providing personal aide services.
- Providing speech, occupational, physical and other therapies.
- Administering first aid, or prescribed injection or medication.
- Providing direct clinical/treatment services.
- Performing developmental assessments.
- Providing counseling services to treat health, mental health, or substance abuse conditions.
- Developing a treatment plan (medical plan of care) for a student if provided as a medical service.
- Performing routine or mandated child health screens including but not limited to vision, hearing, dental, scoliosis, and EPSDT screens.
- Providing immunizations.

F. General Administration/Other Services

General administrative functions, such as payroll, maintaining inventories, developing budgets, executive direction, lunches, paid leave, educational or professional development conferences,

staff meetings, and personnel issues.

Examples:

- Paid lunches, breaks, or other time not at work
- Paid time off (vacation, sick)
- Most trainings, conferences and meetings (not related to Medicaid covered services)
- Personnel issues
- Emails and phone messages, general office work, filing
- Establishing goals and objectives of health-related programs as part of an annual or multi-year plan.
- Reviewing agency procedures and rules.
- Attending or facilitating staff or board meetings.
- Performing administrative or clerical activities related to general building or agency functions or operations.
- Providing general supervision of staff, including assistants or volunteers, and evaluation of employee performance.

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ATTACHMENT B

ADDITIONAL REQUIREMENTS

AGENCY hereby grants COUNTY the authority to subcontract the Work required under this Agreement but COUNTY may not assign or transfer any of its interests in this Agreement without the prior written consent of the AGENCY. AGENCY'S consent to subcontracts shall not relieve COUNTY of any of its duties or obligations under this Agreement. In addition to any other provisions AGENCY may require, COUNTY shall include in any permitted subcontract under this Agreement a requirement that subcontractor be bound by the following provisions as if the subcontractor were COUNTY:

1. STATEMENT OF WORK

A. COUNTY RESPONSIBILITIES.

COUNTY SHALL:

- A1.** Utilize the specific activity codes ("Activity Codes") for time study ("Time Study"), as set forth in Attachment A, and approved by Oregon Health Authority (OHA) and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") to document all time spent on the Work and to claim all costs under this Agreement for allowable Medicaid administrative activities.
- A2.** Ensure training is available and provided to its employees and subcontractors on the implementation of the Time Study and Activity Codes to ensure COUNTY'S subcontractors make claims only for allowable Medicaid administrative activities.
- A3.** Ensure that all reimbursement claims for the Work are in accordance with 2 CFR PART 225 (OMB Circular A-87) and the State Medicaid Plan, both of which are incorporated herein by this reference. The Work for which COUNTY claims reimbursement must be directly related to the administration of the State Medicaid Plan for Federal Financial Participation (FFP) to be available.
- A4.** Maintain the following information on employees and subcontractors who perform Work under this Agreement: the employee's or subcontractors employee's name, title, job description, salary, and other personnel expenses for each individual; the percent of time each employee spends on the coded activities identified in the Time Study; costs attributable to each person's position providing Work; the salary of each person providing Work under subcontracts.
- A5.** Claim indirect costs in accordance with 2 CFR PART 225 (OMB Circular A-87).
- A6.** Monitor compliance with the requirements of this Agreement and maintain all records that support the quarterly payment claim for the Work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the Work provided under

this Agreement.

- A7.** Upon request from AGENCY, OHA, the Oregon Department of Justice, the Secretary of State's Office, or the federal government, make available all records that support the quarterly payment claim for Work performed.
- A8.** Assure that Medicaid eligible children and families receiving assistance under this Agreement are free to accept or reject Medicaid services and/or to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
- A9.** Use the Medicaid-eligible percentage for the COUNTY in its cost calculations unless another statistically based calculation has been approved by AGENCY and OHA.

B. EARLY LEARNING DIVISION RESPONSIBILITIES.

ELD SHALL:

- B1.** Ensure its sub agreements for the purpose of carrying out the Work under this Agreement are in compliance with requirements described in Section H below.
- B2.** Utilize the specific Time Study Activity Codes as set forth in Attachment A Time Study Activity Codes.
- B3.** Ensure that all reimbursement claims for the costs related to provision of the Work are in accordance with Title 2 CFR Part 225 (OMB Circular A-87) and the State Medicaid Plan, which are incorporated herein by this reference.
- B4.** Claim indirect costs in accordance with Title 2 CFR Part 225 (OMB Circular A-87).
- B5.** Provide OHA with a signed copy of the subcontract boilerplate executed for the purpose of carrying out the Work under this Agreement.
- B6.** Monitor subcontracts to ensure that the Medicaid administrative activities and costs being claimed by subcontractors are allowable and related to the purpose of this Agreement.
- B7.** Monitor compliance with the requirements of this Agreement and maintain all records that support the quarterly payment claim for the Work performed including, but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the Work provided under this Agreement.
- B8.** Transfer the 50% state match portion of total amount claimed for each completed survey period for allowable Medicaid administrative claiming activities submitted to the OHA. Transfers must be made quarterly in arrears, to OHA.

2. CONSIDERATION.

COUNTY shall submit claims for Medicaid allowable activities only. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, OHP, or services which are not reimbursed under Medicaid. In addition, Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral, coordination, planning of screening or services that are provided free to the general population would not be considered as Medicaid administration.

3. GENERAL PROVISIONS

A. Amendment

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties. This Agreement shall not be amended after the expiration date. No amendment to this Agreement shall be effective until it has been signed by all Parties and all necessary governmental approvals have been obtained.

B. Compliance with Applicable Law

COUNTY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under the Agreement. Without limiting the generality of the foregoing, COUNTY expressly agrees to comply with the following laws, regulations and executive orders, as they may be amended from time to time during the term of the Agreement, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) The Family Educational Rights and Privacy Act, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. AGENCY'S performance under this Agreement is conditioned upon COUNTY'S compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320, which are incorporated by reference herein. In the performance of Work under this Agreement, COUNTY shall use recycled and recyclable products to the maximum extent which is economically feasible.

4. Compliance with Federal Law

A. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then COUNTY shall

comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then COUNTY shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), 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 AGENCY, OHA, the U.S. Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency, COUNTY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

C. Energy Efficiency

COUNTY shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

D. Truth in Lobbying

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.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Resource Conservation and Recovery

COUNTY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247- 253.

F. Audits

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

G. 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 Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. 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.

H. Medicaid Compliance

To the extent COUNTY provides any service whose costs are paid in whole or in part by Medicaid, COUNTY shall comply with and require its subcontractors to comply with the federal and state Medicaid statutes and regulations applicable to the service, including but not limited to:

- a. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

- b. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4);
- c. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19; and.
- d. Requiring that entities receiving \$5 million or more annually under this Agreement and any other Medicaid contract shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC §1396a(a)(68).

COUNTY shall include and require all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the requirements set forth in this section and with the federal laws identified in this section.

I. Americans with Disabilities Act

COUNTY shall comply and require all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services.

J. Pro-Children Act

COUNTY shall comply and require all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

5. No Third Party Beneficiaries

The parties to this agreement 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 this Agreement.

6. Confidentiality of Client Information

- A. COUNTY shall treat all information as to personal facts and circumstances obtained by COUNTY on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by law. Nothing prohibits the disclosure of information in summaries, statistical information, or other form which does not identify particular individuals.

- B. The use or disclosure of information concerning Medicaid eligible or potentially eligible individuals shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. AGENCY, COUNTY, OHA and subcontractors will share information as necessary to effectively serve Medicaid eligible, or potentially eligible individuals.
- C. To the extent that any individually identifiable health information about students is used to perform the Work under this Agreement, the confidentiality of that information is governed by the Family Educational Rights and Privacy Act. Accordingly, such student information is not included within the requirements of the Privacy Rules, 45 CFR Part 164, adopted by the U.S. Department of Health and Human Services to implement the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, this Agreement does not require or provide for the use of "standard transactions" as that term is used in the HIPAA transaction rules, 45 CFR Part 162. If the Work is revised, or if the federal HIPAA requirements are changed, in a material way that would require compliance with HIPAA, the Parties may amend the Agreement to address such material changes.

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June 6, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment No. 1 to a HOME Loan Agreement with
 Sandy Workforce Housing Limited Partnership and Northwest Housing Alternatives

Purpose/Outcomes	Amendment No. 1 provides additional HOME Program funds to assist in the development of 52 units of newly constructed affordable rental housing to be located at 37800 Sunset Street in Sandy.
Dollar Amount and Fiscal Impact	The maximum loan amount is increased by \$200,000 to a revised amount of \$800,000.
Funding Source	The loan is funded through the federal HOME Investment Partnership Program. The County receives the HOME Grant from the US Department of Housing and Urban Development. No County General Funds are involved.
Safety Impact	None.
Duration	Effective upon execution and terminates the later of 20 years from project completion or the date that the loan is repaid.
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 9, 2012 - agenda item 070912-A3.
Contact Person	Chuck Robbins, Director – Community Development Division – 650-5666.
Contract No.	CD-4-12/13

BACKGROUND:

Sandy Workforce Housing Limited Partnership is the project owner. Northwest Housing Alternatives, Inc. (NHA) is the project developer. NHA is the sole member of Sandy Workforce Housing LLC, the general partner, and is a Community Housing Development Organization under the HOME Program.

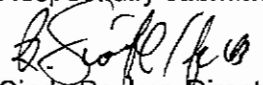
The additional HOME funds are needed to offset the loss of available tax credit equity caused by a change in the tax credit percentage and to cover increases in the cost of materials. The HOME funds represent six percent of project's \$12.7 million total development cost. The amendment also increases the number of HOME-assisted units from six to eight. The HOME funds will be used for eligible development costs defined at 24 CFR 92.206. No HOME funds will be disbursed until the owner has closed on the tax credit financing.

The original contract was reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


 Cindy Becker, Director

**FIRST AMENDMENT TO HOME LOAN AGREEMENT
AMONG CLACKAMAS COUNTY, SANDY WORKFORCE HOUSING LIMITED PARTNERSHIP
AND NORTHWEST HOUSING ALTERNATIVES**

DIVISION: Community Development

DHS Contract Number: CD-4-12/13

Board Order Number: 070912-A3

Date: July 9, 2012

Project: Sandy Workforce Housing

Amendment Requested by: Cindy Becker

Changes: () Scope of Work (X) **Contract Budget**
 () Contract Time (X) **Other**

Section 1. Definitions

1.I.. READS:

Project. The project involves the new construction of a 56-unit multi-family rental project that will be located at 37800 Sunset Street Sandy, Oregon 97055. The Project, commonly known as the Sandy Workforce Housing Apartments, will be affordable to low-income families. The legal description for the property is set forth in **Attachment A**.

AMEND 1.I. TO READ:

Project. The project involves the new construction of a 52-unit multi-family rental project that will be located at 37800 Sunset Street Sandy, Oregon 97055. The Project, commonly known as the Sandy Workforce Housing Apartments, will be affordable to low-income families. The legal description for the property is set forth in **Attachment A**.

All other provisions of Section 1 remain unchanged.

Section 2. HOME funds; Loan Terms

2.a. READS:

Amount and Purpose. County shall loan HOME Funds in the amount of SIX HUNDRED THOUSAND dollars (\$600,000.00) to the Owner for the development and construction of the Project.

AMEND 2.a. TO READ:

Amount and Purpose. County shall loan HOME Funds in the amount of EIGHT HUNDRED THOUSAND dollars (\$800,000.00) to the Owner for the development and construction of the Project.

All other provisions of Section 2 remain unchanged.

Section 4. HOME-Assisted Units and Special Needs Units

4.a. READS:

HOME-Assisted Units. Six (6) units in the project are HOME-Assisted Units, as follows:

Bedroom Size	TOTAL UNITS	Low-Home Units	High Home Units	Total Units HOME-Assisted
2-bedroom:	30	1	2	3
3-bedroom:	20	1	1	2
4-bedroom:	6		1	1
TOTALS	56	2	4	6

AMEND 4.a. TO READ:

HOME-Assisted Units. Eight (8) units in the project are HOME-Assisted Units, as follows:

Bedroom Size	TOTAL UNITS	Low-Home Units	High Home Units	Total Units HOME-Assisted
1-bedroom	8		1	
2-bedroom:	26	1	3	3
3-bedroom:	12	1	1	2
4-bedroom:	6		1	1
TOTALS	52	2	6	6

All other provisions of Section 4 remain unchanged.

Section 32. Effective Date

32. READS:

The Effective Date of this Agreement is the date it is signed by all parties.

AMEND 32. TO READ:

The Effective Date of this Agreement is the date this Amendment is signed by all parties.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers:

PROJECT OWNER:

Sandy Workforce Housing Limited Partnership

By: Sandy GP LLC, its General Partner

By: Northwest Housing Alternatives, its sole member and manager

CLACKAMAS COUNTY

Chair: John Ludlow

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

By:



(signature)

Printed Name: Martha McLennan

Title: Authorized Signer

Phone: (503) 654-1007

Fax: (503) 654-1319

Federal ID#

Date

Signing on Behalf of BCC:

(signature)

Printed Name: Cindy Becker

Title: Director, Health Housing and Human Services

Date

PROJECT DEVELOPER:

Northwest Housing Alternatives

Address: 2316 SE Willard Street
Milwaukie, OR 97222

By:



(signature)

Printed Name: Martha McLennan

Title: Executive Director

Phone: (503) 654-1007

Fax: (503) 654-1319

Federal ID# 93-0814473

Date

REVISED April 25, 2013
CLACKAMAS COUNTY COMMUNITY DEVELOPMENT
HOME Program

UNDERWRITING REVIEW AND ANALYSIS OF:

- **COST REASONABLENESS**
- **SUBSIDY LAYERING**
- **NEIGHBORHOOD / SITE COMPLIANCE**

Project Name: Sandy Workforce Housing Development
Project Owner: Sandy Workforce Housing Limited Partnership

REVISED Subsidy Layering	04/25/13
Funding Sources:	
HOME (Originally \$600,000)	\$800,000
LIHTC equity	\$7,916,208
OHCS Trust Fund	\$200,000
OHCS LI Weatherization	\$98,678
Loan (NOAH)	\$3,186,202
Public Housing Replacement	\$761,905
GP Deferred Fee	\$578,190
	\$13,541,183

Subsidy limits as of 1-1-2012	
1-bedroom	\$171,283
2-bedroom	\$208,278
3-bedroom	\$269,444
4-bedroom	\$295,766
Per unit subsidy at 4 units	\$200,000
Per unit subsidy at 5 units	\$160,000
HOME funds - dollars per unit	\$100,000
Minimum HOME Units	5

Cost Analysis:	
Total number of units	52
Home-assisted Units	8
HOME units as percent of total units	14.30%
Total Amount of HOME Assistance	\$800,000
HOME assistance per unit	\$100,000
Total Development Cost (TDC)	\$13,541,183
TDC per Unit	\$260,407
HOME funds as percent of TDC	6.20%
Hard Construction Cost	\$9,103,950
Residential square footage (SF)	67,558
Common areas (SF)	2,212
Total square footage	69,770
Cost per SF -- TDC	\$194
Cost per SF -- Hard construction	\$130

HOME funds as percent of TDC	6%
Minimum HOME Units	4

	REGULATORY COMPLIANCE	COMMENT
1.	Do the proposed rents meet the definitions of affordability for HOME?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Will the property continue to meet affordability tests over the required period of time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Are there sufficient HOME-assisted units relative to the HOME funds being provided?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Will the property meet all applicable property standards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.	Is there a property management plan to ensure long-term compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6.	New Construction Site and Neighborhood Standards. Does the site comply with 24 CFR 92.202 and 24 CFR 983.6(b)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	MARKET	COMMENT
1.	Was the market study conducted with sufficient methodological rigor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Does the market study show a robust market for the property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Are the market study's findings with regard to turnover, vacancy and absorption reflected in the operating budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	DEVELOPMENT BUDGET	COMMENT
1.	Are HOME funds used in combination with other governmental assistance (loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, other direct or indirect funding from Federal, State, or local government) If no, subsidy layering not an issue, but check for reasonable costs and expenditures	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	Are HOME funds combined solely with Tax Credits? If yes, then no further subsidy layering analysis is required.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
3.	Are HOME funds and other public funds being used for eligible costs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Is HOME subsidy per unit within current 221 (d) (3) limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.	Is the total proposed funding (both private and public) within the total development costs for the project (sources and uses equate)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6.	Has applicant provided assurance/certification that sources of funds identifies all government assistance provided to project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7.	Are developer fees reasonable and within County HOME guidelines? Developer fees include developer overhead, profit, and consultant fees for services normally performed by developer.	Developer fee: 9.26% per proforma dated 03/30/2012
8.	Is there an identity of interest between the developer and general contractor? If so, is the contractor profit, including supervisory fees and overhead, less than 10% of the construction contract?	No identity of interest noted. Architect: Michael Willis GC: Walsh
9. a.	Are the costs reasonable? Hard construction costs within the range of recent projects? If not, did applicant provide documentation outlining reasons for increased costs and reasons are acceptable	Hard construction costs within range -- \$123 per SF
9. b.	Are the costs customary for the development of the project and reasonable in terms of industry standards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. c.	Was an independent cost estimate conducted? If yes, who prepared? <i>Per application: GC will estimate and architect will review/supervise.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	OPERATING BUDGET	COMMENT
1.	<u>Income</u> : Does proforma identify all income (residential, laundry, services, commercial)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Are rents and rental income within HOME & other program guidelines?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	<u>Operating Expenses</u> Operating expenses less services, increase at the same or higher rate than income?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Vacancy & loss rate is a minimum of 5% and based on market?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.	Operating expenses (less taxes & services): \$4,763 pupy in 2013 including resident services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On par with OHCS' AIES
6.	Professional management per unit per year: On- and Off-site	\$1,220 per unit / per year.

7.	Repairs & maintenance:	\$304 per unit / per year	
8.	Replacement reserves per unit per year maximum reasonable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9.	Utility rates within Housing Authority/Utility Co. limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10.	Does Project have a reasonable rate of return? Debt coverage ratio does not exceed 1.2%? If no debt service, cash flow does not exceed T-Bill rate (closest term to period of affordability) times project costs. (Project has an excessive rate of return if answer above is no.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Reaches 1.3 in 2032 then drops back down.</i>	<input type="checkbox"/> N/A
11.	If yes, is there reasonable expectation that the proposed cash flow could support debt service? If yes, how much? Options: 1. Reduce HOME assistance; 2. Make adjustments to projects, e.g. lower rents, adjust loan terms; or, 3. Deny HOME assistance if the applicant refuses to make reasonable adjustment or to limits return/costs.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No TBD.	<input type="checkbox"/> N/A

	TIMING OF FUNDING	COMMENT	
1.	Have all project funders made commitments?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No TBD – will occur within 12 months. No HOME funds will be expended until then.	
2.	Will funds be available to get the project built?	<input type="checkbox"/> Yes <input type="checkbox"/> No Yes, assuming approval of LIHTC and OAHTC	
3.	Will the project be able to cover any shortfalls in revenue during lease-up?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The County is required by 92.250 to evaluate projects that use HOME funds in combination with other federal assistance to ensure that no more than the necessary HOME funds are invested in any one project. Federal assistance includes any loan, grant (including CDBG), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or and other form of direct or indirect assistance from the federal government for use in, or in connection with, a specific housing project.

The above review was conducted in accordance with CPD Notice 98-01 (Layering Guidance for HOME) and verifies that the amount of HOME assistance with other governmental assistance is not greater than is necessary to provide affordable housing. The project costs, including developer fees, are within a reasonable range, taking into account project size, project characteristics, project location and project risk factors and, if applicable, the amount of equity capital contributed by investors to the project partnership is not less than the amount generally contributed by investors in current market conditions.

Prepared by: *Gloria Lento* 4/25/13
HOME/Program Manager Date

Reviewed by: *[Signature]* 5/29/13
Community Development Director Date

*OHCS's QAP no longer states dollar amount. Costs were compared to OHCS' Analysis of Income and Expenditures summary report of multifamily developments for 2010.



13

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 6, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2012-2013**

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$1,105,555.
Funding Source	Includes Prior Year State Revenue, Interfund Transfers, State Operating Grants, Revenue from Local Government and Other Agencies and Charges for Services.
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Public and Government Affairs is recognizing additional salary reimbursement revenue from Water Environment Services and budgeting to hire a Publication Communication Specialist for the benefit of that agency.

The Parks Fund is recognizing prior year state revenue and additional interfund transfer from the Parks Trust Fund and budgeting it in capital outlay for higher than estimated completion costs for the Springwater Trail construction project.

The Sheriff Fund is recognizing revenue from the City of Happy Valley to fund its request for an additional Lieutenant to administer the patrol services contracts and from the Department of Public Safety, Standards and Training to provide advanced crisis intervention training with special emphasis on school safety.

The Public Land and Preservation Fund is recognizing charge for services revenue and appropriating it in materials and services.

The Department of Health, Housing and Human Services is moving state revenue originally budgeted in the Community Health Fund to the Behavioral Health Fund as part of its reorganization.

The Dog Services Fund is recognizing an additional interfund transfer from the Code Enforcement & Sustainability Fund and appropriating it in personnel services and materials and services for operating expenses.

The DTD Capital Projects Fund is recognizing an increase in interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

The Capital Project Reserve Fund is recognizing additional fund balance and charge for services revenue and budgeting it in materials and services for the zone controller project. This fund is also transferring from capital outlay to materials and services to correctly classify the cost for the 800 MHz Timberline project.

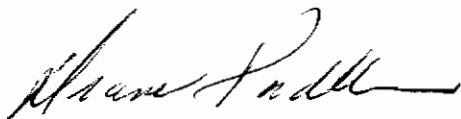
The effect of this Resolution is an increase in appropriations of \$1,105,555 including revenues as detailed below:

Prior Year State Revenue	\$ 106,870.
Fund Balance	1,242.
State Operating Grants	197,121
Local Gov't and Other Agencies	34,500.
Charge for Services	393,930.
Miscellaneous Revenue	12,762.
Interfund Transfers	<u>359,130.</u>
Total Recommended	<u>\$ 1,105,555.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2012-13



Resolution No. _____

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

WHEREAS, a supplemental budget for the period of July 1, 2012 through June 30, 2013, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 6, 2013.

WHEREAS; the funds being adjusted are:

- . General Fund – Public and Government Affairs
- . Parks Fund
- . Sheriff Fund
- . Public Land Corner Preservation Fund
- . Behavioral Health Fund
- . Dog Services Fund
- . DTD Capital Projects Fund
- . Capital Projects Reserve Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, 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 6th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 6, 2013

Recommended items by revenue source:

Prior Year Revenue	\$ 106,870.
Fund Balance	1,242.
State Operating Grants	197,121.
Local Gov't and Other Agencies	34,500.
Charges for Services	393,930.
Miscellaneous Revenue	12,762.
Interfund Transfers	<u>359,130.</u>
 Total Recommended	 <u>\$ 1,105,555.</u>

GENERAL FUND – PUBLIC & GOVERNMENT AFFAIRS

Revenue:	
Miscellaneous Revenue	\$ 12,762.
Total Revenues	<u>\$ 12,762.</u>
Expense:	
Personnel Services	\$ 12,762.
Total Expenses	<u>\$ 12,762.</u>

General Fund - Public and Government Affairs is recognizing additional salary reimbursement revenue from Water Environment Services and budgeting to hire a Publication Communication Specialist for the benefit of that agency.

PARKS FUND

Revenue:	
Prior Year Revenue	\$ 106,870.
Interfund Transfer	79,130.
Total Revenues	<u>\$ 186,000.</u>
Expense:	
Capital Outlay	\$ 186,000.
Total Expenses	<u>\$ 186,000.</u>

Parks Fund is recognizing prior year state revenue and additional interfund transfer from the Parks Trust Fund and budgeting it in capital outlay for higher than estimated completion costs for the Springwater Trail construction project.

SHERIFF FUND

Revenue:		
State Operating Grants	\$	20,000.
Local Government and Other Agencies		34,500.
Charge for Services		<u>2,500.</u>
Total Revenues	\$	<u>57,000.</u>
Expense:		
Personnel Services	\$	34,500.
Materials & Services		<u>22,500.</u>
Total Expenses	\$	<u>57,000.</u>

Sheriff Fund is recognizing revenue from the City of Happy Valley to fund its request for an additional Lieutenant to administer the patrol services contracts and from the Department of Public Safety, Standards and Training to provide advanced crisis intervention training with special emphasis on school safety.

PUBLIC LAND CORNER AND PRESERVATION FUND

Revenue:		
Charge for Services	\$	15,000.
Total Revenues	\$	<u>15,000.</u>
Expense:		
Materials & Services	\$	15,000.
Total Expenses	\$	<u>15,000.</u>

Public Land and Preservation Fund is recognizing charge for services revenue and appropriating it in materials and services.

BEHAVIORAL HEALTH FUND

Revenue:		
State Operating Grants	\$	177,121.
Total Revenues	\$	<u>177,121.</u>
Expense:		
Personnel Services	\$	177,121.
Total Expenses	\$	<u>177,121.</u>

Department of Health, Housing and Human Services is moving state revenue originally budgeted in the Community Health Fund to the Behavioral Health Fund as part of its reorganization.

DOG SERVICES FUND

Revenue:	
Interfund Transfer	\$ 50,000.
Total Revenues	<u>\$ 50,000.</u>
Expense:	
Personnel Services	\$ 25,000.
Materials & Services	<u>25,000.</u>
Total Expenses	<u>\$ 50,000.</u>

Dog Services Fund is recognizing an additional interfund transfer from the Code Enforcement & Sustainability Fund and appropriating it in personnel services and materials and services for operating expenses.

DTD CAPITAL PROJECTS

Revenue:	
Interfund Transfer	\$ 230,000.
Total Revenues	<u>\$ 230,000.</u>
Expense:	
Capital Outlay	\$ 230,000.
Total Expenses	<u>\$ 230,000.</u>

DTD Capital Projects Fund is recognizing an increase in interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

CAPITAL PROJECTS RESERVE FUND

Revenue:	
Fund Balance	\$ 1,242.
Charge for Services	<u>376,430.</u>
Total Revenues	<u>\$ 377,672.</u>
Expense:	
Materials & Services	\$ 1,226,065.
Capital Outlay	<u>(848,393.)</u>
Total Expenses	<u>\$ 377,672.</u>

Capital Project Reserve Fund is recognizing additional fund balance and charge for services revenue and budgeting it in materials and services for the zone controller project. This fund is also transferring from capital outlay to materials and services to correctly classify the cost for the 800 MHz Timberline project.



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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 6, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$2,077,507.
Funding Source	Includes Prior Year Revenue, Federal and State Operating Grants, Revenue from Local Government and Other Agencies.
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.326, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Emergency Management Fund is recognizing additional revenue from Emergency Management Preparedness and Urban Area Security Initiative grants and prior year revenue and budgeting it in personnel services and materials and services for program costs associated with these programs.

The Code Enforcement & Sustainability Fund is recognizing additional funding from the American Recovery and Reinvestment Act and METRO and budgeting it in personnel services and materials and services for related program expenses.

The Community Corrections Fund is recognizing additional HOPE grant funds and budgeting it in personnel services for an Administrative Analyst position, previously held in the District Attorney's office.

The Social Services Fund is recognizing additional revenue from Older Americans Act, Energy Assistance and Job Plus and budgeting it in personnel services and materials and services for program costs.

The Children, Youth and Families Fund is recognizing additional revenue from Sober Truth on Preventing Underage Drinking, Strengthening, Preserving and Reunifying Families and Family

Navigator grant programs and budgeting it in personnel services and materials and services for program costs.

The Juvenile Fund is recognizing revenue from GREEN Corp/Fresh Start, Clackamas Technical Education Consortium, and Juvenile Assistance grants and budgeting it in materials and services. This fund is also transferring from personnel services to materials and services to better reflect actual category expenses.

The Central Dispatch Fund is recognizing additional Homeland Security Grant revenue and budgeting it in capital outlay for the Net Motion and Radio Projects.

The effect of this Board Order is an increase in appropriations of \$2,077,507 including new revenues as detailed below:

Prior Year Revenue	\$ 103,127.
Federal Operating Grants	1,544,257.
State Operating Grants	377,123.
Local Gov't & Other Agencies	45,000.
Charge for Services	<u>8,000.</u>
Total Recommended	<u>\$ 2,077,507.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2012-13



Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . Emergency Management Fund
- . Code Enforcement & Sustainability Fund
- . Community Corrections Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Juvenile Fund
- . Central Dispatch Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 6th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Prior Year Revenue	\$ 103,127.
Federal Operating Grants	1,544,257.
State Operating Grants	377,123.
Local Gov't and Other Agencies	45,000.
Charge for Services	<u>8,000.</u>
Total Recommended	<u>\$ 2,077,507.</u>

EMERGENCY MANGEMENT FUND

Revenue:	
Prior Year Revenue	\$ 103,127.
Federal Operating Grants	1,056,100.
Total	<u>\$ 1,159,227.</u>
Expense:	
Personnel Services	\$ 20,000.
Materials & Services	1,139,227.
Total	<u>\$ 1,159,227.</u>

Emergency Management Fund is recognizing additional revenue from Emergency Management Preparedness and Urban Area Security Initiative grants and prior year revenue and budgeting it in personnel services and materials and services for program costs associated with these programs.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Revenue:	
Federal Operating Grants	\$ 186,198.
State Operating Grants	40,000.
Total	<u>\$ 226,198.</u>
Expense:	
Personnel Services	\$ 60,000.
Materials & Services	166,198.
Total	<u>\$ 226,198.</u>

Code Enforcement & Sustainability Fund is recognizing additional funding from the American Recovery and Reinvestment Act and METRO and budgeting it in personnel services and materials and services for related program expenses.

COMMUNITY CORRECTIONS FUND

Revenue:		
	Federal Operating Grants	\$ 19,000.
	Total	<u>\$ 19,000.</u>
Expense:		
	Personnel Services	\$ 19,000.
	Total	<u>\$ 19,000.</u>

Community Corrections Fund is recognizing additional HOPE grant funds and budgeting it in personnel services for an Administrative Analyst position, previously held in the District Attorney's office.

SOCIAL SERVICES FUND

Revenue:		
	Federal Operating Grants	\$ 145,131.
	State Operating Grants	36,374.
	Total	<u>\$ 181,505.</u>
Expense:		
	Personal Services	\$ 46,393.
	Materials and Services	135,112.
	Total	<u>\$ 181,505.</u>

Social Services Fund is recognizing additional revenue from Older Americans Act, Energy Assistance and Job Plus and budgeting it in personnel services and materials and services for program costs.

CHILDREN, YOUTH and FAMILIES FUND

Revenue:		
	Federal Operating Grants	\$ 48,258.
	State Operating Grants	300,749.
	Local Government & Other Agencies	45,000.
	Total	<u>\$ 394,007.</u>
Expense:		
	Personal Services	\$ 92,670.
	Materials and Services	301,337.
	Total	<u>\$ 394,007.</u>

Children, Youth and Families Fund is recognizing additional revenue from Sober Truth on Preventing Underage Drinking, Strengthening, Preserving and Reunifying Families and Family Navigator grant programs and budgeting it in personnel services and materials and services for program costs.

JUVENILE FUND

Revenue:	
Federal Operating Grants	\$ 2,600.
Charge for Services	<u>8,000.</u>
Total	<u>\$ 10,600.</u>
Expense:	
Personnel Services	\$ (3,800.)
Materials & Services	<u>14,400.</u>
Total	<u>\$ 10,600.</u>

Juvenile Fund is recognizing revenue from GREEN Corp/Fresh Start, Clackamas Technical Education Consortium, and Juvenile Assistance grants and budgeting it in materials and services. This fund is also transferring from personnel services to materials and services to better reflect actual category expenses.

CENTRAL DISPATCH FUND

Revenue:	
Federal Operating Grants	\$ 86,970.
Total	<u>\$ 86,970.</u>
Expense:	
Capital Outlay	\$ 86,970.
Total	<u>\$ 86,970.</u>

Central Dispatch Fund is recognizing additional Homeland Security Grant revenue and budgeting it in capital outlay for the Net Motion and Radio Projects.



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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 6, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Non Departmental is transferring from contingency to the District Attorney Fund to provide additional support for the Victim Assistance Program.

The General Fund – Non Departmental is transferring from contingency to various funds to compensate for unbudgeted labor costs.

The General Fund – Non Departmental is transferring from contingency to the County Administration budget to compensate for an unanticipated personnel services shortfall.

The Building Codes Fund is transferring from contingency to personnel services and materials and services for unbudgeted labor costs and additional software costs.

The Emergency Management Fund is transferring from materials and services to capital outlay to correctly classify FEMA Hazard Mitigation property acquisitions.

The Parks Fund is transferring from contingency to personnel services for additional costs related to the accelerated timber harvest.

The Road Fund is transferring from contingency to capital outlay for Canby Ferry construction costs.

The Code Enforcement and Sustainability Fund is transferring from contingency and capital outlay to personnel services and materials and services for program expenses. This fund is also making an interfund transfer to the Dog Services Fund.

The District Attorney Fund is recognizing additional General Fund support to help continue the Victim Assistance Program which lost anticipated Victim of Crime Act funding.

The Countywide Transportation SDC Fund is transferring from contingency to the DTD Capital Projects Fund for project costs incurred.

The Public Land Corner Preservation Fund is transferring from contingency to materials and services to cover the Department of Transportation and Development shared allocation, equipment repairs and maintenance and engineering supplies.

The Health, Housing and Human Services Administration Fund is transferring from personnel services to materials and services to reimburse divisions for increased labor contract costs.

The Social Services Fund is realigning HUD Rent Well revenue and transferring from materials and services to personnel services to better reflect expenses associated with this program.

The Fleet Services Fund is transferring from capital outlay to materials and services to correctly classify the cost of outfitting Sheriff patrol vehicles.

The Parks Trust Fund is transferring from capital outlay to the Parks Fund for costs associated with the Springwater Trail construction project.

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2012-13



Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Non Departmental
- . Building Codes Fund
- . Emergency Management Fund
- . Parks Fund
- . Road Fund
- . Code Enforcement and Sustainability Fund
- . District Attorney Fund
- . Countywide Transportation SDC Fund
- . Public Land Corner Preservation Fund
- . Health, Housing and Human Services Administration Fund
- . Social Services Fund
- . Fleet Services Fund
- . Parks Trust Fund,

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2012 through June 30, 2013.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 6th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

VARIOUS FUNDS

Revenue

Intrafund / Interfund Transfers

General Fund - County Administration \$	16,111.
General Fund - Assessor	15,795.
General Fund - County Counsel	13,449.
General Fund - Employee Services	25,940.
General Fund - Clerk	5,806.
General Fund - Finance	11,636.
General Fund - Purchasing	2,169.
General Fund - Treasurer	5,533.
General Fund - Public & Government Affairs	8,765.
Sheriff Fund	(439,554.)
Resolution Services Fund	4,211.
Emergency Management Fund	21,074.
Library Services Fund	9,659.
Parks Fund	3,341.
Community Corrections Fund	19,871.
District Attorney Fund	49,551.
Health, Housing & Human Servs Admin Fund	166,764.
Dog Services Fund	49,166.
Juvenile Fund	24,371.
Cable Administration Fund	2,100.
Facilities Management Fund	8,037.
Technology Services Fund	20,833.
Total	<u>\$ 44,628.</u>

Expenses

Personnel Services

General Fund - County Administration \$	156,111.
General Fund - Assessor	15,795.
General Fund - County Counsel	13,449.
General Fund - Employee Services	25,940.
General Fund - Clerk	5,806.
General Fund - Finance	11,636.
General Fund - Purchasing	2,169.
General Fund - Treasurer	5,533.
General Fund - Public & Government Affairs	8,765.
Sheriff Fund	(439,554.)
Resolution Services Fund	4,211.
Emergency Management Fund	21,074.
Library Services Fund	9,659.
Parks Fund	3,341.
Community Corrections Fund	19,871.
District Attorney Fund	49,551.
Health Housing & Human Servs Admin Fund	166,764.
Dog Services Fund	49,166.

VARIOUS FUNDS

Expenses Personnel Services Con't	
Juvenile Fund	24,371.
Cable Administration Fund	2,100.
Facilities Management Fund	8,037.
Technology Services Fund	20,833.
Intrafund / Interfund Transfers	
General Fund - Nondepartmental	159,204.
Sheriff Fund	(439,554.)
Resolution Services Fund	4,211.
Emergency Management Fund	21,074.
Library Services Fund	9,659.
Parks Fund	3,341.
Community Corrections Fund	19,871.
District Attorney Fund	49,551.
Health, Housing & Human Servs Admin Fund	166,764.
Dog Services Fund	49,166.
Juvenile Fund	24,371.
Cable Administration Fund	2,100.
Facilities Management Fund	8,037.
Technology Services Fund	20,833.
Contingency	
General Fund - Nondepartmental	(238,628.)
Total	<u>\$ 44,468.</u>

Transferring from contingency to the District Attorney Fund to provide additional support for the Victim Assistance Program, to various funds to compensate for unbudgeted labor costs and to the County Administration budget to compensate for an unanticipated personnel services shortfall.

BUILDING CODES FUND

Decrease:	
Expenses	
Contingency	\$ 75,000.
Total	<u>\$ 75,000.</u>
Increase:	
Expenses	
Personnel Services	\$ 25,000.
Materials & Services	50,000.
Total	<u>\$ 75,000.</u>

Transferring from contingency to personnel services and materials and services for unbudgeted labor costs and additional software costs.

EMERGENCY MANAGMENT FUND

Decrease:		
Expenses		
Materials & Services	\$	<u>330,000.</u>
Total	\$	<u>330,000.</u>
Increase:		
Expenses		
Capital Outlay	\$	<u>330,000.</u>
Total	\$	<u>330,000.</u>

Transferring from materials and services to capital outlay to correctly classify FEMA Hazard Mitigation property acquisitions

PARKS FUND

Decrease:		
Expenses		
Materials & Services	\$	<u>20,000.</u>
Total	\$	<u>20,000.</u>
Increase:		
Expenses		
Personnel Services	\$	<u>20,000.</u>
Total	\$	<u>20,000.</u>

Transferring from contingency to personnel services for additional costs related to the accelerated timber harvest

ROAD FUND

Decrease:		
Expenses		
Contingency	\$	<u>300,000.</u>
Total	\$	<u>300,000.</u>
Increase:		
Expenses		
Capital Outlay	\$	<u>300,000.</u>
Total	\$	<u>300,000.</u>

Transferring from contingency to capital outlay for Canby Ferry construction costs.

CODE ENFORCEMENT AND SUSTAINABILITY FUND

Decrease:		
Expenses		
Capital Outlay	\$	83,000.
Contingency		<u>86,171.</u>
Total	\$	<u>169,171.</u>
Increase:		
Expenses		
Personnel Services	\$	8,000.
Materials & Services		<u>111,171.</u>
Interfund Transfer		<u>50,000.</u>
Total	\$	<u>169,171.</u>

Transferring from contingency and capital outlay to personnel services and materials and services for program expenses. This fund is also making an interfund transfer to the Dog Services Fund.

DISTRICT ATTORNEY FUND

Increase:		
Revenue		
Interfund Transfer	\$	<u>54,000.</u>
Total	\$	<u>54,000.</u>
Decrease:		
Revenue		
Federal Operating Grants	\$	<u>40,000.</u>
Total	\$	<u>40,000.</u>
Increase:		
Expenses		
Personnel Services	\$	<u>14,000.</u>
Total	\$	<u>14,000.</u>

Recognizing additional General Fund support to help continue the Victim Assistance Program which lost anticipated Victim of Crime Act funding.

COUNTYWIDE TRANSPORTATION SDC FUND

Decrease:		
Expenses		
Contingency	\$	<u>230,000.</u>
Total	\$	<u>230,000.</u>
Increase:		
Expenses		
Interfund Transfer	\$	<u>230,000.</u>
Total	\$	<u>230,000.</u>

Transferring from contingency to the DTD Capital Projects Fund for project costs incurred.

PUBLIC LAND CORNER PRESERVATION FUND

Decrease:		
Expenses		
Contingency	\$	40,000.
Total	\$	<u>40,000.</u>
Increase:		
Expenses		
Materials & Services	\$	40,000.
Total	\$	<u>40,000.</u>

Transferring from contingency to materials and services to cover the Department of Transportation and Development shared allocation, equipment repairs and maintenance and engineering supplies.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Decrease:		
Expenses		
Personnel Services	\$	163,000.
Total	\$	<u>163,000.</u>
Increase:		
Expenses		
Materials & Services	\$	163,000.
Total	\$	<u>163,000.</u>

Transferring from personnel services to materials and services to reimburse divisions for increased labor contract costs.

SOCIAL SERVICES FUND

Increase:		
Revenue		
Federal Operating Grants	\$	47,611.
Total	\$	<u>47,611.</u>
Increase:		
Expenses		
Personal Services	\$	31,850.
Total	\$	<u>31,850.</u>
Decrease:		
Revenue		
Charge for Services	\$	47,611.
Total	\$	<u>47,611.</u>
Decrease:		
Expenses		
Materials & Services	\$	31,850.
Total	\$	<u>31,850.</u>

Realigning HUD Rent Well revenue and transferring from materials and services to personnel services to better reflect expenses associated with this program.

FLEET SERVICES FUND

Decrease:		
Expenses		
Capital Outlay	\$	330,000.
Total	\$	<u>330,000.</u>
Increase:		
Expenses		
Materials & Services	\$	330,000.
Total	\$	<u>330,000.</u>

Transferring from capital outlay to materials and services to correctly classify the cost of outfitting Sheriff patrol vehicles.

PARKS TRUST FUND

Decrease:		
Expenses		
Capital Outlay	\$	79,130.
Total	\$	<u>79,130.</u>
Increase:		
Expenses		
Interfund Transfer	\$	79,130.
Total	\$	<u>79,130.</u>

Transferring from capital outlay to the Parks Fund for costs associated with the Springwater Trail construction project.



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Annual Operating Plan & Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest

Purpose/Outcome	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
Dollar Amount and Fiscal Impact	The total calendar year 2013 operating plan is \$78,650. Law enforcement activities will be billed hourly.
Funding Source	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
Duration	Effective upon signature and terminates on December 31, 2013.
Previous Board Action/Review	None.
Contact Person	Shane Strangfield, Lieutenant – office (503) 785-5081
Contract No.	FS Agreement No. 12-LE-11060600-009

BACKGROUND:

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned including one on National Forest System lands within the Zigzag Ranger District and one within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision.

County Counsel has approved this Agreement.

RECOMMENDATION:

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted

Craig Roberts
Craig Roberts, Sheriff

"Working Together to Make a Difference"



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
CLACKAMAS COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on _____, 2013. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2013, through December 31, 2013.

Previous Year Carry-over: 0
Fiscal Year Obligation: \$78,650.00
FY 2013 Total Annual Operating Plan: \$78,650.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities:

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: James Rhodes, Lieutenant Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5000 FAX: 503-785-5028 Email: jimrho@co.clackamas.or.us	Name: Barbara Hass, CMA Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: bhass@co.clackamas.or.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

- B.** Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$93.67 per hour and overtime rate of \$99.62.

II. PATROL ACTIVITIES:

- A.** Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 27, 2013, July 4, 2013 and September 2, 2013. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.



1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.

Timothy Lake, and all lands and roads adjacent to Timothy Lake.

Trillium Lake, and all lands and roads adjacent to Trillium Lake.

Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

Clackamas River Ranger District:

Dispersed recreation areas east of Promontory Park on Hwy. 224

Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.

Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.

(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$78,650.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.



- B. The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. Group Gatherings/Other Situations: This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

VI. BILLING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:
1-877-687-4894
FAX coversheet should be addressed to:
USDA Forest Service
ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Clackamas County certifies that the individuals listed in this document, as representatives of Clackamas County, are authorized to act in their respective areas for matters related to this instrument.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055



- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

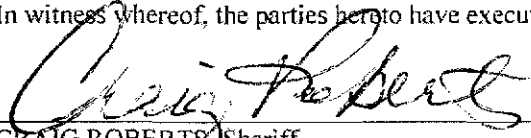
Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.


CRAIG ROBERTS, Sheriff
Clackamas County

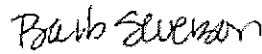
5-17-13
Date

JOHN LUDLOW
Chair, Clackamas County Commission

Date

LISA NORTHRUP, Acting Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date


BARB SEVERSON
Special Agent in Charge
Pacific Northwest Region

5/1/13
Date

The authority and format of this instrument have been reviewed and approved for signature.
jlg 4/18/13

JANELLE GEDDES (12LE11060600009_2013aop)
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

2013 Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Clackamas County Sheriff's Office and the USDA, Forest Service Mt. Hood National Forest

Kimberley Ybarra

County Counsel Approved as to Form

May 16, 2013

Date

Kimberley Ybarra

Name



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

June 6, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperative Agreement with Welches Water Company for the use of
Clackamas County Emergency Notification System

Purpose/Outcomes	The Cooperative Agreement between Clackamas County and Welches Water Company provides the basis for a cooperative working relationship for the activation of the Clackamas County Emergency Notification System (CCENS) at the request of Welches Water Company for the use of sending emergency notifications to their customers.
Dollar Amount and Fiscal Impact	Welches Water Company will reimburse Clackamas County for any CCENS usage charges resulting from requested activations. There is no cost to Clackamas County or Welches Water Company to enter into the agreement.
Funding Source	No funds are required to administer this agreement.
Safety Impact	Approving this agreement will allow Welches Water Company to send emergency notifications to their customers in an expedient manner.
Duration	The agreement is effective from the date of signing by all parties with automatic annual renewals.
Previous Board Action	The Board of County Commissioners approved an Intergovernmental agreement with the Boring Water District and the City of West Linn for the use of CCENS on March 22, 2012, agenda item D.1.
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

Clackamas County Emergency Management and Clackamas County 9-1-1 employ CCENS, a "reverse 9-1-1" style system, to direct life safety related emergency notifications to citizens in Clackamas County.

The Cooperative Agreement with Welches Water Company provides a cooperative working relationship for the activations of CCENS for emergency notifications as requested by Welches Water Company. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes Nancy Bush, the Emergency Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

Nancy Bush, Director

**COOPERATIVE AGREEMENT
BETWEEN
CLACKAMAS COUNTY AND WELCHES WATER COMPANY**

Purpose

- A. This Agreement is entered into between Clackamas County (County), through its Emergency Management (CEM) Department and the Communications Department (CCOM) and Welches Water Company for the cooperation of units of local government under the authority of ORS Chapter 190.

- B. This Agreement provides the basis for a cooperative working relationship for the activation of the Twenty First Century Communications Community Notification System at the request of Welches Water Company for the use of emergency notifications to their customers. The project consists of: (1) pre-loading the Welches Water Company Customer database into the Twenty First Communications server on a quarterly basis; (2) the development of pre-recording messages as determined by Welches Water Company on an as needed basis; (3) activating the public notification system as requested by Welches Water Company for life-safety situations; (4) providing activation reports and summaries as requested by Welches Water Company; and (5) reimbursement by Welches Water Company of usage charges as a result of the activation to Clackamas County Emergency Management.

Scope of Cooperation

- A. Welches Water Company agrees to:
 - 1. Coordinate customer contact database quarterly updates with Emergency Management liaison.
 - 2. Assign a liaison to work with Emergency Management.
 - 3. Provide text for requested pre-recorded messages.
 - 4. Reimburse Clackamas County for any usage charges resulting from activations requested by Welches Water Company.

- B. County agrees to:
 - 1. Provide for the administration, coordination and evaluation of the Project.
 - 2. Upload customer contact databases and recorded messages in a timely manner.
 - 3. Provide reasonable and necessary staff for administration and activations. If Emergency Management personnel are not available

COOPERATIVE AGREEMENT

to activate the public notification system, C-COM personnel will perform the activation.

4. Provide activation reports and summaries during and after activations in a timely manner.
5. Provide an invoice to Welches Water Company of actual usage charges within 60 days of the activation.

- C. County and Welches Water Company agree to jointly review all issues, design developments, specifications, and documents for the Project.

Compensation

- A. County will only be compensated for the usage charges resulting from activations requested by Welches Water Company. The activation rate at the time of the signing of this agreement is \$0.22 per minute. The rate is subject to change based upon charges from Twenty-first Century Communications.
- B. There will be no other terms of compensation.

Liaison Responsibility

Liaison from County for the Project will be:

Jamie Hays
Clackamas County Emergency Management
2200 Kaen Rd.
Oregon City, OR 97045
503-655-8378 jhays@clackamas.us

Liaison from Welches Water Company will be:

David Jacob
Welches Water Company
24403 E. Welches Rd
Welches, OR 97067
503-310-9262 hydraengineering@yahoo.com

Indemnification

Welches Water Company agrees to indemnify, defend, and hold harmless the County, and its officers, agents and employees, against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising from performance of this agreement.

COOPERATIVE AGREEMENT

Other Terms

- A. Compliance with Laws. County and Welches Water Company agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.

Term of Agreement

- A. This agreement becomes effective when it is signed by both parties and automatically renews annually.

Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.

CLACKAMAS COUNTY

WELCHES WATER COMPANY

By: _____
 Name: Nancy Bush
 Title: Director,
 Clackamas County Emergency Management

By: _____
 Name: _____
 Title: _____

Date: _____

Date: _____

Attest: Recording Secretary

Attest:

Date

Date

Approved as to form

Approved as to form

18



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a contract to purchase a HiPath 4000 V6 Telephone Switch and related software
from Siemens Enterprise Communications Inc.

Purpose/Outcomes	Installation of a new Siemens Voice Server at the Brooks Building to continue and expand telecommunications services for Clackamas County Agencies in the region.
Dollar Amount and Fiscal Impact	The maximum contract value is \$350,343.06.
Funding Source	746-1223-485400 FY12-13 & FY13-14
Safety Impact	Replaces the Brooks Building phone switch which manages all Sheriff's Office telephones in Brooks, North Station and PSTC as well as most of the County telephones in the region.
Duration	Effective upon contract execution and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Dave Cummings, Technology Services Director, 503-655-8525
Contract No.	N/A

BACKGROUND:

The Clackamas County Technology Services Department (TS) is tasked with providing high quality, feature rich and cost effective voice services to the County Departments and staff. This service is provided via the Telecommunications Division of TS. These voice services include management of several high-performance communication servers to provide local and long distance telephone service as well as many other related features such as unified communications, integrated centralized Private Network E911, integrated centralized voice mail, integrated centralized conference calling, integrated centralized automated attendant, four digit dialing to any County Agency and other services in a cost effective manner to the County. TS utilizes communication servers from Siemens Communications Inc., a world leader in high performance, high reliability communications.

To provide voice services to the County, TS relies on several primary communication servers geographically located in key County facilities to cover all the required services. These geographically disperse locations allow for a high level of redundancy in the network and COOP planning. In order to maintain optimum service levels and introduce new features, every 2-3 years one of the primary servers is replaced giving an average life span of a server of 10 years. This replacement cost is covered as a component of the annual phone fee charged by Telecommunication Services. Part of the fee is reserved each year until time to replace a server. This maintains a self-sustained capital replacement for the County communication servers. The replacement time for the Brooks Phone Server which serves the Brooks Building, North Station, PSTC, Aquatic Park, Milwaukie Center, Hillside Manor, Chez Ami, Sunnyside Clinic, Sunnyside Village Library and Kellogg Creek Treatment Plant and any other County requirements in the region around Brooks, has come due.

To maintain interoperability, compatibility and seamless integration with the other County servers, the replacement equipment is recommended as the Siemens HiPath 4000 server. Installation of this server will allow us to utilize existing desk telephone sets in several County buildings including Brooks, North Station, PSTC, Sunnyside Clinic and Sunnyside Village Library saving tens of thousands of dollars in replacement costs.

Approval of this contract is being requested under the Local Contract Review Board Rule C-047-0288 (15) where the efficient use of existing equipment or supplies requires compatible products or services of a particular manufacturer or seller, the Contracting Agency may purchase such particular product or service without obtaining competitive bids or proposals. This equipment will be purchased off Master APC Agreement # 0006814 between Clackamas County and Siemens Enterprise Communications.

A Notice of Intent to Purchase was issued on May 8, 2013; no comments were received concerning the purchase by the due date of May 15, 2013. County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of the contract with Siemens Communications Inc. for the purchase of a Siemens HiPath 4000 Server including installation support and 1 year Maintenance Contract. Staff further recommends the Board delegate authority to the Technology Services Director to sign license and maintenance agreements necessary in the performance of this purchase and future support.

Respectfully submitted,



Dave Cummings
Technology Services Director / CIO

Placed on the Agenda of June 6, 2013 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 6, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of June 6, 2013, approval of a contract to purchase a HiPath 4000 V6 telephone switch from Siemens Enterprise Communications Inc. This contract was requested by Dave Cummings, Technology Services Director, extension 8525.

Approval of this contract is requested per LCRB Rule C-047-0288 (15) where the efficient use of existing equipment or supplies requires compatible products or services of a particular manufacturer or seller, the Contracting Agency may purchase such particular product or service without obtaining competitive bids or proposals. A Notice of Intent to Purchase this telephone switch was issued on May 8, 2013; no comments were received concerning the purchase by the due date of May 15, 2013. This purchase will be made from Master Agreement 0006814 between Clackamas County and Siemens Enterprise Communications Inc.

The amount of this contract is \$350,343.06. Funds are budgeted in FY 12/13 and FY 2013/2014.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully requests approval of this contract to purchase a HiPath 4000 V6 Telephone switch and delegate authority to the Technical Services Director to sign hardware and software licensing and maintenance agreements required in the performance of this contract.

Respectfully submitted,

Tom Averett, CPPB
Buyer



COPY

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Laura Zentner, CPA
Business Operations Director
North Clackamas Parks and Recreation District
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for the North Clackamas Parks & Recreation District
To Appropriate New Revenue for Fiscal Year 2012-13**

Purpose/Outcome	Approval of a Resolution to Appropriate New Revenue
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$75,400.
Funding Source	New Program Fees Revenue
Safety Impact	N/A
Duration	July 1, 2012 through June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012
Contact Person	Laura Zentner, Business Operations Director 503.742.4351
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to 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 pursuant to authority under OR 294.338 appropriation of new revenue.

The **General Fund** - Program Services (Recreation) is recognizing additional revenue and expenditures in the amount of \$54,100 to manage a summer adult softball league which was previously operated by an outside contractor. Operation of this program by NCPRD staff will provide continuity in District programming and will provide more efficient scheduling of the facility.

The **General Fund** - Natural Resources is recognizing grant revenue and expenditures for the Mt. Scott Creek Alcove/Riparian restoration project in the amount of \$21,300. This project is in partnership with the Clackamas Soil and Water Conservation District.

The effect of this Resolution is an increase in appropriations of \$75,400 including revenues as detailed below:

Increase Revenue:	
Sports/Open Gym Revenue	\$ 54,100
Local & Other Gov't Grants	\$ 21,300
Total Recommended	\$ <u>75,400</u>

RECOMMENDATION:

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

Sincerely,

A handwritten signature in black ink that reads "Laura Zentner". The signature is written in a cursive style with a large, prominent initial "L".

Laura L. Zentner, CPA
Business Operations Director



COPY

A RESOLUTION OF THE BOARD OF
COUNTY COMMISSIONERS ACTING AS
THE GOVERNING BODY OF THE
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT IN THE MATTER
OF PROVIDING AUTHORIZATION TO
APPROPRIATE NEW REVENUE FOR
FISCAL YEAR 2012-13

RESOLUTION NO. _____

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

WHEREAS, appropriation of revenue within North Clackamas Parks & Recreation District budget for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

North Clackamas Parks & Recreation District - General Fund

It further appearing that it is in the best interest of the District to approve this new revenue for appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of revenue is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 6th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW REVENUE

Exhibit A

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase Revenue:	
Sports/Open Gym Revenue	\$ 54,100
Total	<u>\$ 54,100</u>

Increase Expenditure:	
Program Services Division	\$ 54,100
Total	<u>\$ 54,100</u>

The General Fund is recognizing additional revenue and expenditures in the Program Services (Recreation) Division. NCPRD currently operates winter, spring, and fall adult softball leagues. The District will be adding a *summer* adult softball league which was previously operated by an outside contractor. Operation of this program by NCPRD staff will provide continuity in District programming and will provide more efficient scheduling of the facility. The impact to the current budget is an increase in Contracted Services for additional part-time staff, an increase in Program Contracts for umpire fees, and an increase in Program Supplies for the cost of softballs and other supplies. Program fees will cover all costs of the new program.

Increase Revenue:	
Local & Other Gov't Grants	\$ 21,300
Total	<u>\$ 21,300</u>

Increase Expenditure:	
Natural Resources Division	\$ 21,300
Total	<u>\$ 21,300</u>

The General Fund is recognizing additional revenue and expenditures in the Natural Resources Division. The District applied for a grant in partnership with the Clackamas County Soil and Water Conservation District for the Mt. Scott Creek Alcove/Riparian restoration project in the amount of \$21,300. The impact to the budget is an increase in grant revenue and professional services expenditures in the amount of \$21,300.



COPY

20

Laura Zentner, CPA

Business Operations Director
North Clackamas Parks and Recreation District
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for
Transfer of Appropriations for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for North Clackamas Parks & Recreation District FY 2012-2013
Dollar Amount and fiscal impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2012 through June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012
Contact Person	Laura Zentner, Business Operations Director 503.742.4351
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major categories (Administration, Parks Maintenance, Program Services, Milwaukie Center, Aquatic Park, Community Relations, Planning, Natural Resources, Nutrition, Transportation, Transfers and Contingency) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the District in keeping with a legally accurate budget.

The **General Fund** - is transferring from the Contingency category to the Administration Division category to pay additional legal fees related to capital projects, ongoing litigation and liability claims within North Clackamas Parks & Recreation District and to pay additional contracted services expenditures related to staffing changes.

The **General Fund** – is transferring from the Contingency category to the Milwaukie Center Division category to pay for an organizational and facility assessment of the Milwaukie Center following the retirement of a long-term manager.

The **Nutrition & Transportation Fund** – is transferring from the Contingency category to the Transportation Division category to pay additional contracted services expenditures due to the increased hours and reclassification of a staff position and hiring additional seasonal bus drivers to backfill duties previously performed by the reclassified position.

RECOMMENDATION:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Zentner". The signature is written in a cursive style with a large initial "L".

Laura L. Zentner, CPA
Business Operations Director

7-1 9000

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND PROVIDING AUTHORIZATION TO TRANSFER APPROPRIATIONS WITHIN THE NORTH CLACKAMAS PARKS & RECREATION DISTRICT FISCAL YEAR 2012-13 BUDGET

Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- North Clackamas Parks & Recreation District - General Fund
- North Clackamas Parks & Recreation District – Nutrition & Transportation Fund

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2012 through June 30, 2013.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 6th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



COPY

TRANSFER REQUESTS

Exhibit A

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase:		
	Administration Division	\$ 32,000
	Total	<u>\$ 32,000</u>

Decrease:		
	Contingency	\$ 32,000
	Total	<u>\$ 32,000</u>

The **General Fund** is transferring from the Contingency category to the Administration Division category to pay additional legal fees related to capital projects, ongoing litigation and liability claims within North Clackamas Parks & Recreation District and to pay additional contracted services expenditures related to staffing changes.

Increase:		
	Milwaukie Center Division	\$ 25,000
	Total	<u>\$ 25,000</u>

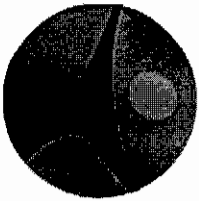
Decrease:		
	Contingency	\$ 25,000
	Total	<u>\$ 25,000</u>

The **General Fund** is transferring from the Contingency category to the Milwaukie Center Division category to pay for an organizational and facility assessment of the Milwaukie Center following the retirement of a long-term manager.

Increase:		
	Transportation Division	\$ 5,000
	Total	<u>\$ 5,000</u>

Decrease:		
	Contingency	\$ 5,000
	Total	<u>\$ 5,000</u>

The **Nutrition & Transportation Fund** is transferring from the Contingency category to the Transportation Division category to pay additional contracted services expenditures due to the increased hours and reclassification of a staff position and hiring additional seasonal bus drivers to backfill duties previously performed by the reclassified position.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4347 fax
ncprd.com

June 6, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an MOU with Damascus for Trillium Creek Park and A Board Order Approving Amendment of the 2006 Metro Natural Areas Bond Measure Local Share Allocation for the NCPRD

Purpose/Outcomes	The Trillium Creek Park MOU and an amendment to the 2006 Metro Natural Areas Bond Local Share project list will provide funding to construct Trillium Creek Park
Dollar Amount and Fiscal Impact	The estimated construction cost of Trillium Creek Park is \$366,000, as identified in the construction estimate and MOU.
Funding Source	\$205,075.10 from the City of Damascus, \$140,924.89 2006 Metro Natural Areas Bond Measure, \$20,000 NCPRD Capital Budget
Safety Impact	Park construction will provide additional recreational opportunities for a neighborhood that is lacking safe places to play
Duration	This agreement becomes effective when it is signed by all parties and ends upon completion of the construction of the park
Previous Board Action/Review	8/25/2011: Approval of an MOU between NCPRD and the City of Damascus for Anderegg Property. 3/18/2010: Board Order 2010-22: Amending the list of local share project for Metro's 2006 Natural Areas Local Share Bond Measure. 1/31/2008: Amendment of Metro Natural Areas Bond Measure Local Share Project List for NCPRD. 9/13/2007: Approval of an IGA for the 2006 Metro Natural Areas Bond Measure, Local Share Allocation for the NCPRD
Contact Person	Jeroen Kok, NCPRD Planning, Development & Resource Manager, 503-742-4421

BACKGROUND:

In September 2007, the Board approved an intergovernmental agreement for the 2006 Metro Natural Areas Bond Measure, Local Share Allocation for the North Clackamas Parks and Recreation District. A portion of the \$227.4 million in Metro bonds is allocated for distribution to local jurisdictions to fund "local share" projects. NCPRD was originally allocated approximately \$2,406,146 from the bond. NCPRD subsequently revised and allocated their "local share" funding to the following projects: Hood View Park (acquisition), Stringfield Family Park (development), and Trolley Trail (construction). These projects have been completed and Local Share funds have been received from Metro. Additionally, the cities within the District received Metro Local Share allocated amounts. The City of Damascus, a small portion of which is included within the District, was allocated funds for acquisition and development of park land.

Through an MOU, signed by the Board of County Commissioners in 2011, North Clackamas Parks and Recreation District (NCPRD) and the City of Damascus have developed a neighborhood park concept plan and design and construction documents for 1.4 acres of the NCPRD-owned Trillium Creek Park property. The construction documents were prepared by Greenworks with guidance from a project review committee consisting of NCPRD and City Staff. Additionally, NCPRD and the City hosted three



COPY

21

community meetings that lead development of the concept plan and design documents. NCPRD plans to construct the park during the summer of 2013.

Two agreements need to be approved by the BCC in order for the project to move forward;

1. For ease of contracting and completing the project, the partners have written a new MOU that outlines the contractual obligations of both parties during and after construction of the park.

NCPRD will:

- Manage the construction bid process
- Obtain all required permits
- Oversee construction of the park
- Administer the construction contracts and budget
- Complete an amendment to NCPRD's Metro Local Share agreement that accepts Damascus's transfer of \$205,075.10 in 2006 Metro Local Share Bond Funds
- Provide \$20,000 in NCPRD capital funds for the park's construction
- Cover any additional costs resulting from changes or additions to scope of work
- Retain ownership of the park and the capital improvements
- Provide long term operations and maintenance of the park
- Provide for repair and replacement of park improvements within the District's Capital Replacement Plan

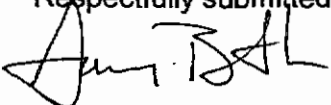
The City will:

- Complete an amendment to the City of Damascus' Metro Local Share agreement that transfers Damascus' remaining \$205,075.10 in 2006 Metro Local Share Bond Funds to the Local Share Project List for NCPRD
 - Transfer funds in the amount of \$140,924.00 to NCPRD for use during construction of the park
 - Coordinate and work collaboratively with NCPRD on all aspects of the project
 - Assist with providing project information distribution
2. Amendment No. 3 to the IGA for the 2006 Metro Natural Areas Bond Measure Local Share Allocation for the NCPRD. Damascus has requested to Metro that NCPRD accept their final local share funds in the amount of \$205,075.10 for the construction of improvements to Trillium Park. Accordingly, NCPRD is required to add Trillium Park to its Local Share Project List. The attached Board Order approves the modified list of priority projects and the allocation amounts.

RECOMMENDATION:

Staff and the DAB respectfully recommend that the Board of County Commissioners approves the attached MOU with the City of Damascus and signs the Board Order modifying the NCPRD list of priority projects and the allocation amounts for the 2006 Metro Natural Areas Bond Measure Local Share.

Respectfully submitted,



Gary Barth
Director

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

**IN THE MATTER OF AMENDING THE
LIST OF "LOCAL SHARE"
PROJECTS FOR METRO'S 2006
NATURAL AREAS BOND MEASURE**



This matter coming regularly before the Board of County Commissioners, as the Board of Directors for the North Clackamas Parks and Recreation District (NCPRD), and it appearing that it is in the best interest of the residents of the District to approve the amended local share project list as identified below, as recommended by the District Advisory Board, based on public input, the NCPRD Master Plan, and the NCPRD Capital Improvement Plan. The NCPRD Board approves the following amended priority listing for the 2006 Metro Natural Areas local share bond monies;

- Rock Creek Community Park - \$2,000,000
- Stringfield Family Park - \$167,149
- Trolley Trail - \$239,000
- Trillium Creek Park – \$205,075.10

This amendment adds the Trillium Creek Park project to the NCPRD local share bond list. The City of Damascus has signed an amendment to their Metro Local Share contract and relinquished its remaining local share funds in the amount of \$205,075.10, subject to NCPRD's use of these funds for the construction of improvements to Trillium Creek Park. This increases Metro's funding obligation under Section two of the original agreement with NCPRD to \$2,611,211.10. This allocation of the local share funds will fulfill NCPRD's goals of acquiring and developing park lands, and increase efficiency by allowing NCPRD to develop Trillium Creek Park.

NOW, THEREFORE, IT IS HEREBY
ORDERED that the Clackamas County Board of Commissioners, as the Board of Directors for the NCPRD, approve the above-listed amended project priorities for the allocation of Metro's Natural Areas and NCPRD's local share bond measure funding.

DATED this ____ day of _____, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
AND
CITY OF DAMASCUS

This Memorandum of Understanding (this "Agreement") between North Clackamas Parks and Recreation District ("NCPRD") and the City of Damascus ("City") is entered into and effective as of the last date set forth on the signature page.

1. Purpose and Background

NCPRD and the City desire to partner in the bidding process, contracting, construction, construction management, financing, completion, and ongoing operations and maintenance of the Trillium Creek Park ("Project"), which is located in the City and within the boundaries of the NCPRD, as anticipated in the 100% Construction Drawing Set for the project, dated December 17, 2012. Through a Memorandum of Understanding, recorded in the Clackamas County official records as agreement 2011-4328, on September 1, 2011 (the "2011 MOU"), NCPRD and the City have jointly developed a neighborhood park concept plan, design drawings, and construction plans and specifications for 1.39 acres intended to become a public park (the "Property") of the NCPRD-owned Anderegg property (Park Perspective Drawing, Attachment 'B'). Note that the remainder of the NCPRD-owned Anderegg property (a total of 7.67 acres, which is bisected by SE Anderegg Way, and within the Trillium Creek greenway) will remain undeveloped for the time being, and NCPRD will have the flexibility to appropriately site and design the park on the Property. The 2011 MOU specified that the City would provide construction costs for the future park site, and that any changes and/or additions to the scope of work to develop the park would be covered by the City. In addition, the 2011 MOU indicated that NCPRD would have final design review decision making authority since NCPRD would retain ownership of the site and be responsible for future maintenance of the park. The City and NCPRD have completed the planning, design and construction plans and specifications phase of the project to the mutual satisfaction of both parties. A new Agreement is now required to address the roles and responsibilities of each party as the project enters the construction phase. In addition, this new Agreement will provide more details regarding project financing, and future maintenance requirements for the new park once construction is complete. As of the effective date of this Agreement, the 2011 MOU shall no longer be of any force or effect.

2. Scope of Agreement

This Agreement provides details regarding project funding, outlines the roles and responsibilities of NCPRD and the City through the permitting process, contracting of a construction contractor, and provision of construction administration and observation services. Additionally, this Agreement outlines future maintenance and capital

replacement responsibilities for the park. NCPRD and the City plan to begin construction by summer of 2013.

Project Funding and Management

The parties have completed construction plans and specifications for the park. As indicated in the 2011 MOU, it is the intent of the City to provide construction costs for the future park site. The City has approved \$140,924.90 in general funds and \$205,075.10 in Metro Bond Measure Local Share Funds within their Fiscal Year 2012-2013 budget to fund construction of the park. The City will transfer the general funds and Metro Local Share Funds to NCPRD by June 30th 2013, as noted in item #5, Obligations of the City, items A and B. As indicated in the Obligations section below, the City will act to amend its agreement with Metro (Attachment 'C') to transfer the Local Share Funds to NCPRD for the subject Project (Attachment 'D'); and NCPRD will act to amend its Metro Local Share Project List and accept the additional Metro funds previously earmarked for the City for the subject Project (Attachment 'E'). NCPRD has budgeted an additional \$20,000 in 2012-2013 FY Capital Funds to develop the park. This results in a total project budget of \$366,000, including contingency. The 100% CD Cost Estimate, developed by GreenWorks, P.C., on December 21, 2012, is \$349,327. It is agreed by both parties that any additional costs incurred as a result of changes and/or additions to the scope of work by NCPRD will be covered by NCPRD. To the extent agents of the City instruct or cause changes in the Project without the prior approval of NCPRD, then the cost of such changes or corrections for such changes shall be at the cost of the City.

NCPRD will be responsible for the construction bidding process as outlined below. The City agrees to be an active partner and reviewer during the bidding process and provide staff support throughout the Project. NCPRD will provide construction management staff and oversee construction of the entire Project. Once construction is complete, NCPRD will begin maintenance responsibilities as outlined in the attached maintenance schedule. NCPRD will retain ownership of the site and all improvements, fixtures and related appurtenances thereon. NCPRD will also list the entire completed Project and park as a Capital Asset on its books, and will begin planning for future replacement of park elements through their Capital Asset Replacement Fund in Fiscal Year 2014-2015. The City will provide code enforcement and public safety services at the park and promptly respond to requests for enforcement. NCPRD and the City agree to coordinate this Project to ensure maximum public value.

3. Term and Termination.

- A. **Effective date.** This agreement becomes effective when it is signed by all parties.
- B. **Term.** The term of this Agreement is a period beginning when the Agreement becomes effective and ending upon completion of the construction of the park unless this Agreement is terminated prior to such completion pursuant to section D below; *provided, however,* that the allocation of cost responsibilities and ownership shall survive this Agreement.

C. **Future obligations.** At any time this Agreement is terminated, any future obligations of the parties hereto, as provided in section 7 below, any payments owing, and any duty to indemnify as provided below, shall continue despite the termination of this Agreement.

D. **Early termination.** This Agreement can be terminated by the parties as follows:

- i. At any time by mutual written agreement by the parties;
- ii. Upon thirty (30) days written notice by one party when the other party has failed to comply with any material term of this agreement.

4. Obligations of NCPRD

NCPRD will:

- A. Identify a NCPRD staff member(s) to represent the agency through the course of the Project;
- B. Provide Project information to the public through the ncpd.com website;
- C. Update the NCPRD 2006 Metro Local Share Project List for NCPRD to include the Project;
- D. Complete an Amendment to NCPRD's Metro Local Share agreement that accepts Damascus' transfers of \$205,075.10 in 2006 Metro Local Share Bond Funds to the Local Share Project List for NCPRD (Attachment 'E');
- E. Work with Clackamas County Purchasing to manage the construction bid process;
- F. Obtain all required permits, as necessary;
- G. Provide project management staff during construction of the Property, including oversight of the construction contractor;
- H. Administer construction contracts and Project budget;
- I. Request timely reimbursement from Metro during the construction process;
- J. Retain ownership of the park Property and developed capital improvements;
- K. Provide long term operations and day to day maintenance of the park Property, as defined in Attachment 'A' to this Agreement; and
- L. Provide for repair and replacement of park improvements within the District Capital Replacement Plan.

5. Obligations of the City

The City will:

- A. Complete an Amendment to the City of Damascus' Metro Local Share agreement (original agreement is Attachment 'C') that transfers Damascus' remaining \$205,075.10 in 2006 Metro Local Share Bond Funds to the Local Share Project List for NCPRD (amendment is Attachment 'D');
- B. Transfer funds in the amount of \$140,924.90 to NCPRD for use during construction of the park on the Property;
- C. Assist with providing project information distribution through the City website;
- D. Coordinate and work collaboratively with NCPRD on all aspects of the Project; and.

- E. Provide code and public safety enforcement as necessary at completion of the park.

6. Liaison Responsibilities

- A. The liaison for NCPRD shall be:
Jeroen Kok
150 Beaver Creek Rd.
Oregon City, OR 97045
jkok@clackamas.us
503-742-4421
Fax: 503-742-4349

- B. The liaison for the City shall be:
Steve Gaschler
City of Damascus
19920 SE Highway 212
Damascus, OR 97089
sgaschler@damascusoregon.gov
503-658-8545
Fax: 503-658-5786

7. Additional Terms

- A. **Compliance with applicable law.** NCPRD and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

- B. **Relationship of parties.** NCPRD and City each is an independent contractor with regard to the other party. Neither party is an agent, partner or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

- C. **Indemnification.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, defend and hold harmless NCPRD and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of City, and City's officers, agents and employees, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, NCPRD agrees to indemnify, defend and hold harmless City and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of NCPRD, and NCPRD's officers, agents and employees, in performance of this Agreement.

- D. **Notice of claims.** Each party will give the other immediate written notice of any action or suit threatened or filed or any claim made against the party which may

result in litigation in any way related to this Agreement and/or the construction of the Project.

- E. **Survival.** Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, and City shall remain obligated and liable to NCPRD for the full amount owed for the Project including Metro funds. Additionally, all City obligations arising upon the completion of construction of the Project shall survive the termination of this Agreement and shall remain in effect as long as NCPRD maintains ownership of the Project.
- F. **Non-waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
- G. **Severability.** 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Amendment did not contain the particular term or provisions held to be invalid.
- H. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions other than those created by either party, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Except as otherwise provided in this Agreement, the terms of the MOU remain in effect. In the event of a conflict between the original MOU and this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives.

**NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT**

CITY OF DAMASCUS

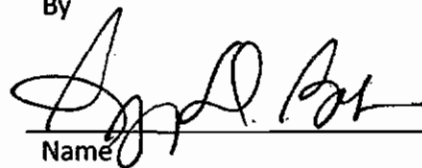
By _____

By

GREGORY D. BAKER

Name _____

Name



Title

Date

Attest: Recording Secretary

Date

Approved as to form

City Manager
Title

5/08/13
Date

Theresa Nation, City Recorder
Attest: Recording Secretary

5/9/2013
Date

Theresa Nation
Approved as to form

ATTACHMENT A
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

MAINTENANCE STANDARDS FOR PARK FACILITIES

- ✓ Mow turf once every 7-10 days (weather dependent) during the mowing season from April through November, with additional mowing as needed the remainder of the year to maintain a well-manicured turf.
- ✓ Maintain turf at a level of 2 ½ -inches except in the early spring where the mower will be set at 3 inches. The mowers will be lowered to 2 ½ inches around June.
- ✓ Conduct documented park inspection once every month during the year.
- ✓ Blow walks and driveways weekly.
- ✓ Edge around walks, curbs, and plant beds every other week during the growing season.
- ✓ Spray broadleaf weeds in turf as necessary during the mowing season to maintain a predominantly weed-free turf.
- ✓ Weed eating as needed along the edges of the plant beds and tree rings to maintain uniform turf appearance.
- ✓ Program irrigation systems by June 1 and as needed throughout the summer. Inspect irrigation systems every two weeks during the mowing season.
- ✓ Operate irrigation system to maintain healthy turf and conserve water (i.e., one inch of water per week).
- ✓ Winterize irrigation system in the fall.
- ✓ Fertilize lawn areas in the spring and fall.
- ✓ Fertilize shrubs and trees in the spring.
- ✓ Apply bark mulch once a year to plant beds in the spring.
- ✓ Inspect level of safety chips in playgrounds periodically to assure there are 12 inches of chips. If the safety chip level is low, add chips.
- ✓ Remove leaves from facilities in the fall once every two weeks or as necessary.

ATTACHMENT A (Continued)

- ✓ Prune shrubs and trees in the fall or winter.
- ✓ Apply herbicides only when necessary to control weeds in shrub beds/flower beds, around trees, and other areas not accessible to mowers.
- ✓ Remove trash and litter weekly throughout the year or more frequently, if necessary.
- ✓ Visually Inspect play structures weekly. Level safety chips as necessary to maintain uniform depth. Remove damaged equipment from use as necessary. Cordon off area with caution tape if play equipment is unsafe. Repair damaged equipment within two weeks.
- ✓ Remove graffiti within 24 hours.
- ✓ Maintain park structures, signage and other appurtenances in a clean, attractive, safe, and structurally sound condition.

ATTACHMENT B (Trillium Creek Park Perspective Drawing, November, 2013)



Perspective

Trillium Creek Park

November 2012

GREENWORKS



600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 927843

This Amendment hereby amends the above titled contract dated October 26, 2007 (the "Agreement"), between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and the North Clackamas Parks & Recreation District, hereinafter referred to as "Local Share Partner."

Section 2 of the Agreement is amended as follows: The City of Damascus has relinquished its local share funds in the amount of TWO HUNDRED FIVE THOUSAND SEVENTY-FIVE AND 10/100THS DOLLARS (\$205,075.10) subject to Local Share Partner's use of these funds for the construction of improvements to Trillium Park. Accordingly, Local Share Partner shall add Trillium Park to its Local Share Project List (as defined in the Agreement) using the procedures set forth in Section 5 of the Agreement.

Once Local Share Partner adds the Trillium Park project to its Local Share Project List, Metro's funding obligation under Section 2 of the Agreement shall increase to TWO MILLION SIX HUNDRED ELEVEN THOUSAND TWO HUNDRED TWENTY-FOUR AND 10/100THS DOLLARS (\$2,611,224.10).

Section 7 of the Agreement is amended as follows: Metro's funding obligation expiration date is extended from March 31, 2012 to March 31, 2014, in order to allow Local Share Partner to construct improvements at Trillium Park.

Except for the above, all other conditions and covenants of the Agreement remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

LOCAL SHARE PARTNER

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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Metro

600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 2

CONTRACT NO. 927831

This Amendment hereby amends the above titled contract (the "Agreement") dated effective October 20, 2010, between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and City of Damascus, hereinafter referred to as "Local Share Partner."

The Local Share Partner hereby relinquishes and releases any right to the remaining TWO HUNDRED FIVE THOUSAND SEVENTY-FIVE AND 10/100THS DOLLARS (\$205,075.10) of Local Share Partner's local share funds (the "Remaining Funds"). Notwithstanding anything to the contrary in Section 2 of the Agreement, Metro has no outstanding financial obligation to Local Share Partner under the Agreement. Metro shall increase the local share funds available to the North Clackamas Parks & Recreation District ("NCPRD") by the amount of the Remaining Funds for use by NCPRD to construct improvements at Trillium Park.

Except for the above, all other conditions and covenants of the Agreement remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

LOCAL SHARE PARTNER

By *Gregory D Baker*
Print Name GREGORY D BAKER
Date 5/02/13

METRO

By *Timothy C. Collins*
Print Name Timothy C. Collins
Date 5/15/13

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MAY 20 2013

City of Damascus



Beyond clean water.

22

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 6, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2012-13**

Purpose/Outcomes	Add budget authority to the Sanitary Sewer Construction Fund to recognize the District's portion of the purchase of the Blue Heron Property.
Dollar Amount and Fiscal Impact	The full purchase price of \$1.6 million of the Blue Heron property was shared evenly with the Tri-City Service District. The District's portion of \$800,000 was budgeted for in 2011-12. The purchase was approved by the Board in January of 2012 but was delayed until the current fiscal year, requiring this budget adjustment. There is no fiscal impact as the unspent funds were "carried over" into this fiscal year.
Funding Source	District funds were used for the purchase and no General Fund resources were used.
Safety Impact	None
Duration	One-time budget adjustment for current fiscal year 2012-13
Previous Board Action	The purchase of the Blue Heron Property was approved by the Board on January 26, 2012.
Contact Person	Liz Garcia, WES Business Services Manager – 503-742-4563
Contract No.	N/A

BACKGROUND:

The joint purchase of the Blue Heron property between Clackamas County Service District No. 1 (CCSD #1) and the Tri-City Service District (TCSD) was approved by the Board on January 26, 2012. The purchase was expected to be completed before the end of the 2011-12 fiscal year. Accordingly, the purchase was planned for in the 2011-12 budget of each district.

The purchase was delayed due to an extended bidding process and the transfer was not completed until mid July of 2012 in fiscal year 2012-13. This required the use of funds budgeted for other projects in the current fiscal year. The funds set aside for the purchase in 2011-12 were not spent and "carried over" into the current fiscal year, so there is no net fiscal impact.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.
150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

www.clackamas.us/wes/

This budget transfer is required to provide the additional budget authority necessary to provide for the purchase of the property.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve this budget transfer for 2012-13.

Sincerely,



Michael S. Kuenzi
Director

TRANSFER REQUESTS

Exhibit A

Clackamas County Service District No. 1 – Sanitary Sewer Construction Fund

Decrease:		
Contingency		\$ 400,000.
Total		<u>\$ 400,000.</u>
Increase:		
Capital Construction		\$ 400,000.
Total		<u>\$ 400,000.</u>

Transfer from Contingency to Capital Construction to pay for the purchase of the Blue Heron property. This purchase was budgeted for 2011-12 but was not completed until this fiscal year. Though the District contributed approximately \$800,000 to this joint purchase with the Tri-City Service District, only \$400,000 of additional budget authority is requested. The remaining \$400,000 will come from budget authority not needed for current year capital projects.

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

In the matter of the Transfer of
Appropriations within Clackamas
County Service District No. 1 2012-13
Fiscal Year Budget.



ORDER NO.

THIS MATTER COMING on at
this time and it appearing to the Board of County Commissioners that the transfer of budgeted
appropriations within the Clackamas County Service District No. 1 2012-13 Fiscal Year Budget
is necessary to continue to prudently manage the distribution of those resources and
expenditures for the needs of Clackamas County Service District No. 1; and

THE FUND AFFECTED by the
transfers of budgeted appropriations described above being the Clackamas County Service
District No. 1 – Sanitary Sewer Construction Fund, and

THIS BOARD being fully advised
in the premises; therefore

PURSUANT TO ORS 294.450,
attachments to this Board Order as set forth in Exhibit A, documenting the aforementioned
budget transfers are considered part of the approving resolution and are hereby approved.

Dated this ___th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary