



AGENDA

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

Added Discussion Item 2

Thursday, February 7, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-02

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

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. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation on Governor's Film Advocate Award to Clackamas County (Gary Barth, Business & Community Services)

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.)*

County Administration

1. Resolution No. _____ Withdrawing from the Intergovernmental Agreement on Green Corridor and Rural Reserve and Population Coordination among Clackamas County, the City of Sandy, Metro and the Oregon Department of Transportation

And

Approval to Initiate the Termination of the 2011 Intergovernmental Agreement Regarding Highway 26 Corridor among Clackamas County, the City of Sandy and Metro (Dan Chandler, County Administration)

- *2. Resolution No. _____ Opposing the Current Design of the Columbia River Crossing

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 to Submit the 2012-2013 Local Public Health Authority Plan Update to the State of Oregon Public Health Division – Public Health
2. Approval of a Group Provider Agreement with Health Net Health Plan of Oregon, Inc. for Primary Care Services – Health Centers

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Department of Emergency Management

1. Approval of FY 2011 Urban Area Security Initiative (UASI) Local Grant Agreement (LGA) with Clackamas Fire District No. 1, Clackamas River Water District and Sunrise Water Authority

VI. WATER ENVIRONMENT SERVICES

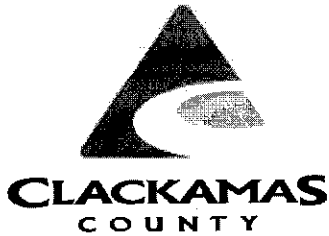
1. Approval for Purchase of a Replacement Tractors and Installation of Existing Tanks for Clackamas County Service District No. 1

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

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



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

February 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

PRESENTATION ON GOVERNOR'S FILM ADVOCATE AWARD

Oregon Governor John Kitzhaber recently awarded prestigious Governor's Film Advocate Awards to two members of Clackamas County's Business and Economic Development team. Business and Economic Development Manager Catherine Comer and Business and Economic Development Coordinator Jamie Johnk were recognized at the Governor's Office of Film and Television annual meeting January 15, 2013.

Catherine and Jamie developed the County's first Film and Media Production program focused on economic development of this industry as one of the County's top 11 Key Clusters. The initiative has produced a report that demonstrates \$212 million in gross domestic product and nearly 5,000 direct jobs in all of the film and media industry. Among other key developments, the county has developed a one-stop, streamlined permitting process that enhances production schedules and reduces production delays. They have coordinated discussions to provide broadband fiber to post production facilities, created a film location database, coordinated with production companies and site selectors to tour locations throughout the County, and are working with developers on long-term production projects.

Largely through their efforts, Clackamas County has established a national reputation as a "film-friendly" destination. The county's abundant beauty and natural resources along with the success of this emerging program make this a desirable locale for moviemakers, television programs and commercials.

Thank you for this opportunity to recognize Catherine and Jamie and to learn more about Clackamas County's Film and Media Production Program.

Respectfully submitted,

Gary Barth Director, Business and Community Services

For information on this issue, please contact Catherine Comer at (503) 742-4303



2

OFFICE OF THE COUNTY ADMINISTRATOR

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

February 7, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Resolution Withdrawing from the Intergovernmental Agreement on Green Corridor and Rural Reserve and Population Coordination Among Clackamas County, the City of Sandy, Metro and the Oregon Department of Transportation

The purpose of this item is the withdrawal from the 1998 Green Corridor Agreement. There is no dollar amount or funding source associated with this item.

The County entered into the above-mentioned agreement in 1998. The agreement contains provisions related to buffers, population coordination, comprehensive planning and access management.

There were numerous provisions related to the Oregon Department of Transportation (ODOT). However ODOT never signed the agreement.

The County and City have adopted a coordinated population forecast as provided. The agreement may be terminated on 60 days notice by any party.

At a study session on January 29, 2013, the Board of Commissioners directed staff to prepare materials for the February 7, 2013 Business meeting to discuss termination of the agreement. A resolution is attached.

Recommendation:

Staff recommends the Board of Commissioners approve the attached resolution.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Dan Chandler".

Dan Chandler
Strategic Policy Administrator

For more information on this issue or copies of attachments please contact Dan Chandler at (503) 742-5394



OFFICE OF THE COUNTY ADMINISTRATOR

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

February 7, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Initiate the termination of the 2011 Intergovernmental Agreement Regarding Highway 26 Corridor among Clackamas County, the City of Sandy and Metro

The purpose of this item is initiating with withdrawal from the 2011 Green Corridor Agreement. There is no dollar amount or funding source associated with this item.

The County entered into the above-referenced agreement in 2011. The agreement will become effective upon final acknowledgement of the Metro Urban and Rural Reserves, which has not happened yet. The Agreement provides for voluntary screening along Highway 26, and also contains provisions related to future concept planning for Urban Reserve areas 1D and 1F, as set out in the Metro Regional Framework Plan.

The Boring Community Planning Organization has requested that the County terminate the agreement.

The agreement provides that it may be terminated following a written explanation and consultation with the other parties. If the board supports termination, the next step would be to provide a written explanation to the other parties, and initiate consultation.

At a public study session on January 29, 2013, the Board of Commissioners directed staff to prepare materials for the Feb. 7, 2013 Business Meeting agenda to discuss termination of the agreement.

Respectfully submitted:

Dan Chandler
Strategic Policy Administrator

For more information on this issue or copies of attachments please contact Dan Chandler at (503) 742-5394

A Resolution Approving Termination of the Intergovernmental Agreement On Green Corridor and Rural Reserve and Population Coordination among Clackamas County, the City of Sandy, Metro and the Oregon Department of Transportation.

Resolution No.

Whereas, the County entered into the above-captioned agreement in 1998; and

Whereas, the agreement provided that the Oregon Department of Transportation would undertake certain actions under the agreement; and

Whereas, the agreement was never executed by the Oregon Department of Transportation; and

Whereas, many provisions of the agreement have been superseded by subsequent actions of the parties; and

Whereas, the Board of County Commissioners held a public meeting on February to discuss termination of the agreement; and

Whereas, the Board of County Commissioners has determined that it is in the best interest of the People of Clackamas County to terminate the agreement.

Now therefore be it resolved:

1. Clackamas County hereby terminates the Intergovernmental Agreement on Green Corridor and Rural Reserve and Population Coordination among Clackamas County, the City Of Sandy, Metro and the Oregon Department of Transportation.
2. This termination is effective 60 days from the date the County sends notice of termination to the other parties to the agreement.

ADOPTED this 7th day of February, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 1/29/2013 **Approx Start Time:** 9:30 am **Approx Length:** 30 Min.

Presentation Title: Review 1998 and 2011 "Green Corridor" Agreements with Metro and the City of Sandy.

Department: Administration

Presenters: Dan Chandler, Strategic Policy Administrator

Other Invitees: Cam Gilmour

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Direction regarding a course of action on the 1998 and 2011 "Green Corridor" Agreements between the County, Metro and the City of Sandy.

EXECUTIVE SUMMARY:

Clackamas County is a party to two "Green Corridor" agreements with Metro and the City of Sandy. The first was entered into in 1998. The second agreement, entered into in 2011, reduced the effect and the scope of the area covered, and was negotiated by the parties in the context of a threatened appeal of the Urban and Rural Reserves decision.

Last year, the Boring Community Planning Organization demanded that the County withdraw from the two agreements. A memorandum discussing the two agreements is attached, along with a letter and position statement from the Boring CPO.

Last fall, staff identified the specifically affected property owners and offered to meet with them to discuss potential changes to the agreement. The CPO indicated that it would prefer that the County withdraw completely from both Agreements.

FINANCIAL IMPLICATIONS (current year and ongoing):

LEGAL/POLICY REQUIREMENTS:

The 2011 agreement was negotiated as part of the Urban and Rural Reserves process. The reserves decision is currently pending before the Oregon Court of Appeals. The 2011 Agreement is not effective until a final court decision approving the Urban and Rural Reserves.

MEMORANDUM

To: Board of County Commissioners

From: Dan Chandler
Strategic Policy Administrator

Re: "Green Corridor" Agreement

Date: March 29, 2012

There have been some recent questions raised about the recent Green Corridor Agreement with City of Sandy. This memorandum summarizes some of the key issues.

The 1998 Green Corridor Agreement

In 1998, the City of Sandy, Metro and Clackamas County signed an Intergovernmental Agreement dubbed the "Green Corridor Agreement." The Oregon Department of Transportation was listed as a party to the agreement, but never signed it.

The 1998 Green Corridor Agreement had two main features – designation of a "rural reserve" for a very large area between Gresham and Sandy, and designation of a 400-foot wide "green corridor" along Highway 26 between Gresham and Sandy.

1998 Land Use Restrictions

The 1998 agreement precluded the county from relaxing zoning restrictions ("up-zoning") any land in the reserve, and from expanding existing rural commercial or industrial zones unless approved by the city. The agreement also contemplated that the county would prohibit or further restrict then-permitted uses like churches and schools. Together, these restrictions precluded most new development in a large area of the county.

1998 Buffering Requirements

The 1998 agreement required the county to adopt design standards, buffering and screening requirements along the entire green corridor (VI(A)), and to develop a plan for visual screening of existing non-rural development (VI(B)).

The Metro Urban/Rural Reserves Decision

The 2010 Metro Urban and Rural Reserves decision designated 4200 acres in the Damascus/Boring area as an Urban Reserve. The Urban Reserve designation focuses industry and job creation uses. Throughout the process, the City of Sandy opposed the Urban Reserve designation, arguing that it was inconsistent with the 1998 IGA. After

Metro adopted the Reserves, the City of Sandy challenged the decision before the Land Conservation and Development Commission. The City indicated that it might agree to a new agreement that eliminated most of the development restrictions, provided that there was a chance to create visual buffers for new development.

The 2011 Agreement

The 2011 Agreement rolled back the land use restrictions in the 1998 Agreement, and shrank the buffer area. As others have noted, the Board of County Commissioners expressly deleted the reference to eminent domain from an earlier draft of the agreement.

The agreement contains purely voluntary provisions for pre-development screening. If a property owner wishes to grant a buffer easement, the parties will try to obtain funding for plantings.

The other section of the agreement addresses concept planning for future urban reserves. There are several key points to keep in mind:

- Concept planning will be done by a city or cities that are not a party to the agreement. The IGA notes that "Metro's regulations do not prescribe a precise outcome to the planning process." Later, the IGA uses the phrase "strive to ensure." A future city may well choose not to implement the buffering provisions at all.
- The IGA speaks to buffers where "such a buffer may be imposed as a condition of development." Even if a future city adopts the provision as written, a buffer requirement would need to be rationally related to the impact of a proposed development. A large buffer on a small parcel would likely not have the required nexus. The provision would most likely come into play, if at all, where a future developer had consolidated large parcels together, and included highway frontage.

	1998 Agreement	2012 Agreement
Green Corridor Buffer Width	200 feet on each side along entire right of way.	50 feet buffer as potential part of future concept plan, Only on the South side, and only on the Urban Reserve portion. If a future city chooses to implement the provision, the buffer would only be imposed as a condition of approval of an actual development application.
No upzonings.	No zone changes, or expanded commercial, industrial or residential development unless approved by the City.	Urban Reserve can be included in the UGB and developed to full urban potential. Property owners in other areas are free to

		seek any zone changes allowed by state law.
Screening in advance of urbanization.	... the County, City and Metro <u>shall develop</u> a program of visual screening. Such a program shall contain a landscaping/screening plan for the Green Corridor, which will include identification and prioritization of areas to be screened, and cooperative implementation and maintenance measures.	Parties will work together in good faith to establish buffers in advance of urban development,

Other Issues

ODOT Role.

ODOT did not sign the 1998 Agreement, and was not asked to sign the 2011 agreement. The ODOT-related provisions in the 1998 Agreement would have imposed restrictions on access to the highway, and would have required items like driveway consolidation.

Is 1998 Agreement Still In Force?

Staff anticipates that County will formally terminate the 1998 Agreement once the Urban and Rural Reserves are adopted.

Does the Agreement Violate ORS 215.503?

ORS 215.503 requires individual property owner notice for zone changes that restrict the use of property. The 2011 Agreement contains non-binding provisions for a future city concept plan, and doesn't change any zoning, so ORS 215.503 does not apply.

Did The County Do Outreach To the Boring CPO on the 2011 Agreement?

The 1998 IGA was discussed at length during the Urban/Rural Reserves process. While the former Boring CPO chair was on the Citizen Advisory Committee for Urban and Rural Reserves, we did not do any specific outreach to the Boring CPO before adopting the 2011 revisions. While the 2011 agreement was less restrictive, and allowed more development than the 1998 agreement, this was probably a lesson learned for the County.

2011 Agreement

INTERGOVERNMENTAL AGREEMENT ON HIGHWAY 26 CORRIDOR AMONG CITY OF SANDY, CLACKAMAS COUNTY, METRO

This Agreement is entered into by and between the City of Sandy ("City"), Clackamas County ("County") and Metro ("Metro") (collectively, the "Parties") pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, The Portland metropolitan region and neighboring cities outside Metro's jurisdictional boundaries are expected to experience substantial population and employment growth by the year 2060; and

WHEREAS, Anticipated urban growth and development in the Metro area will affect neighboring cities outside Metro's jurisdictional boundaries, and anticipated urban growth and development in the neighboring cities will affect jurisdictions within Metro's boundaries; and

WHEREAS, The City wishes to maintain its own identity, separate and distinct from the metropolitan area; and

WHEREAS, Metro and the County share the City's desire to maintain a separation between the City and the metropolitan area; and

WHEREAS, Highway 26 eastbound between the cities of Gresham and Sandy is the gateway to the Mount Hood recreational area, a nationally-recognized scenic and recreational resource; and

WHEREAS, pursuant to Senate Bill 1011 (2007) County and Metro have adopted both Urban and Rural Reserves in and around the Highway 26 Corridor between Gresham and Sandy; and

WHEREAS, the County, City and Metro previously entered into an intergovernmental Agreement (the Green Corridor/Rural Reserve Agreement) for the purpose of preserving the rural character of the area between the Metro UGB and the Sandy Urban Reserve; and

WHEREAS, The City, the County and Metro are interested in preserving and protecting the visual character of the Highway 26 Corridor as it passes through the area subject to this Agreement; and

NOW, THEREFORE, the City, the County and Metro agree as follows:

AGREEMENT

I. Purpose

The Parties agree that they are mutually interested in and will work together to:

- A. Preserve the distinct and unique identities of the City and the metropolitan area by maintaining a separation between the City and the metropolitan area.
- B. Preserve and protect the rural and natural resource character and values of Rural Reserve areas along the corridor that separates the City from the metropolitan area.
- C. Establish a plan to protect the unique visual character of the Highway 26 Corridor.

II. Definitions

- A. "Highway 26 Corridor" means the area along State Highway 26 between the cities of Gresham and Sandy.
- B. "Clackanomah Urban Reserve" means Urban Reserve Areas 1D and 1F as designated in Metro's Regional Framework Plan, and shown on Exhibit A hereto.

III. Pre-Development Buffering

The Parties:

- A. Intend that urban development along the Highway 26 Corridor shall be screened from the Highway in a fashion that reasonably retains the rural visual character of the corridor. The parties agree that a 50-foot wide buffer containing a thick screen of evergreen trees will achieve this goal.

The County and the City:

- B. Will work together in good faith to establish buffers in advance of urban development, either within the existing highway right of way or through the acquisition of appropriate easements on private land adjacent to the highway.
- C. If one or more owners of real property within the Highway 26 Corridor grants an appropriate easement(s), will establish a vegetated buffer within the easement(s) consistent with the terms of this Agreement.
- D. Where an affected property owner is willing to grant an easement(s), will seek funding to establish evergreen plantings within the buffer. Funds provided by any of the Parties for the buffer may be reimbursed through fees paid by future development in the urban reserve area.

E. If an affected property owner does not grant an appropriate easement to establish the buffer, will discuss alternative methods and or incentives to obtain the necessary easements.

IV. Concept Planning for Clackanomah Urban Reserves.

A. The Parties recognize that the addition of any portion of the Clackanomah Urban Reserve into the Urban Growth Boundary will be preceded by and conditioned upon development of a concept plan by the appropriate local governments pursuant to Title 11 of the Metro's Urban Growth Management Functional Plan. The Parties further recognize that the concept planning process is a collaborative process between the jurisdiction that will ultimately provide services to the Clackanomah Urban Reserve and other affected jurisdictions, including the Parties. Metro's regulations do not prescribe a precise outcome to the concept planning process.

B. Prior to approving an amendment to the UGB to add any portion of the Clackanomah Urban Reserve, Metro shall determine that the appropriate city or the County has complied with the provisions of Title 11 for any portion of the Clackanomah Urban Reserve. The Parties will strive to ensure that the concept plan calls for the following in land use regulations adopted following addition to the UGB:

- a. Prior to approval of any commercial, industrial or urban-level residential development in the concept plan area, parcels located within the Clackanomah Urban Reserve and abutting Highway 26 shall provide a vegetated buffer screen along the entire highway frontage, to a depth of 50 feet where such a buffer can be imposed as a condition of development. Within the buffer area existing trees shall be preserved to the greatest extent possible. New evergreen trees at least eight feet in height at planting and capable of growing to at least 30 feet in height shall be planted at a density that will create a visual screen within five years. This provision shall not apply to the development of roads, utilities, or other public facilities;
- b. Appropriate limitations on signs oriented to Highway 26 except where required for reasons of public safety;
- c. Achievement of the principles relating to the Clackanomah Urban Reserves set forth in Exhibit B of the Intergovernmental Agreement between Metro and Clackamas County to Adopt Urban and Rural Reserves, attached to this Agreement; and
- d. Orientation of commercial retail development toward the interior of the Clackanomah Urban Reserves and away from the Highway 26 Corridor.

As used above, "strive to ensure" means the Parties will individually and collectively use their best efforts.

C. Metro will require that provisions in the concept plan that implement paragraphs IV.B.a through d of this Agreement be adopted into the comprehensive plan and land use regulations of the County or the city responsible for urban planning in the portion, or both.

V. Notice and Coordination Responsibilities

A. The County shall provide the City and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on plan amendments or zone changes within the Clackanomah Urban Reserve.

B. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 15 days prior to administrative action on any development applications (including, but not limited to, conditional use permits and design review) within the Clackanomah Urban Reserve.

C. The County shall provide the City and Metro with notice and an opportunity to comment on any proposed concept plan for any portion of the Clackanomah Urban Reserve.

D. In order to fulfill the cooperative planning provisions of this agreement the City, County and Metro shall provide each other with needed data, maps, and other information in hard copy or digital form in a timely manner without charge.

VI. Amendments to this Agreement

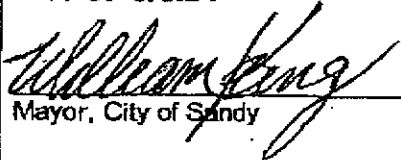

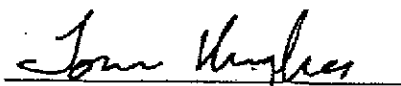
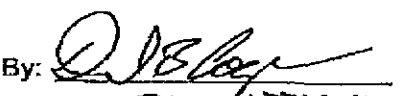
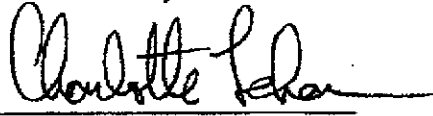

This Agreement may be amended in writing by the concurrence of all three Parties. The terms of this agreement may be reviewed at the time that the Parties adopt modifications to related agreements.

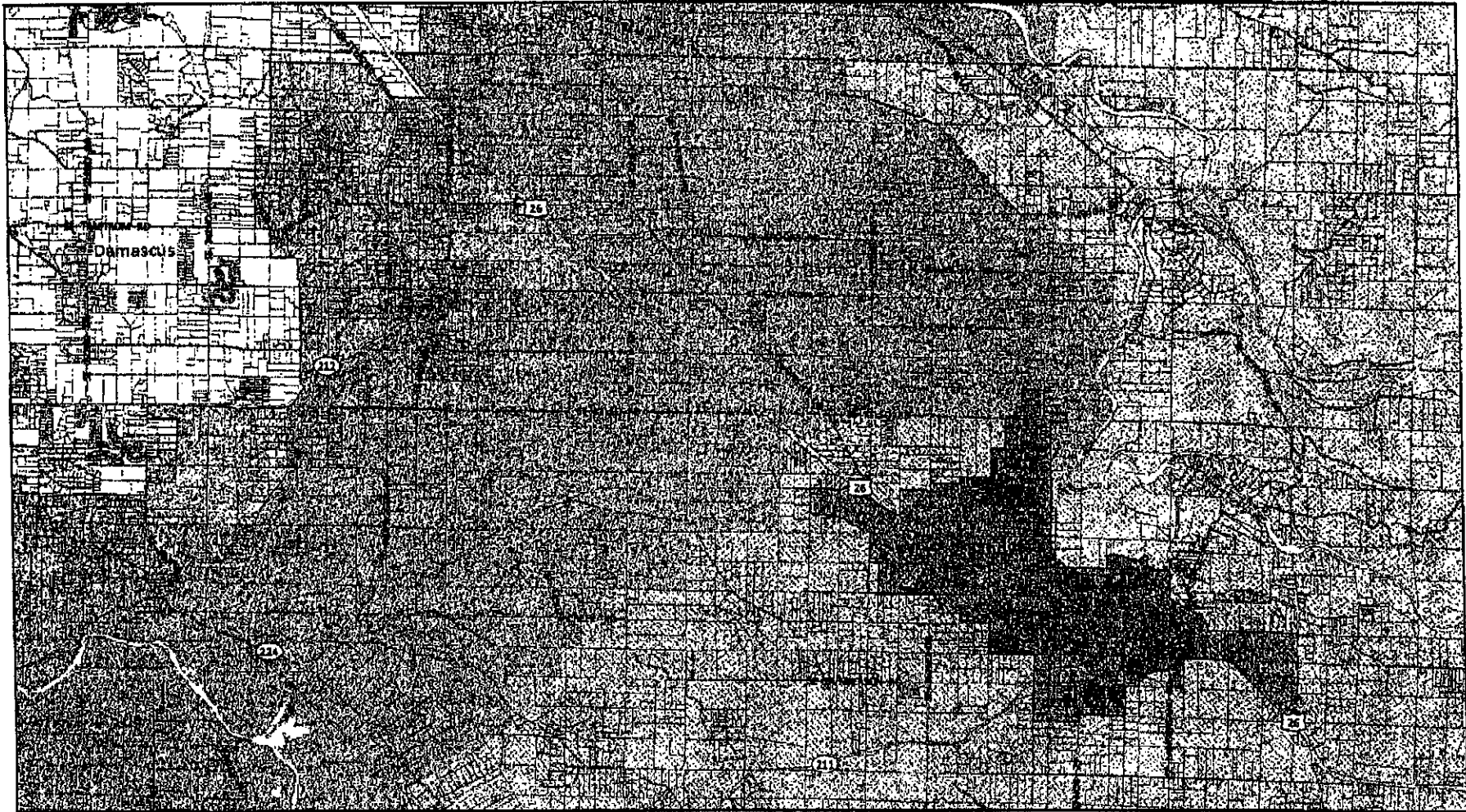
VII. Effectiveness and Termination

A. This agreement will be effective upon acknowledgement of the designation by Metro of urban reserves in Clackamas County pursuant to ORS 195.145(1)(b) and a final decision on any appeal of the acknowledgement. This agreement shall continue until terminated by any of the Parties, following a written explanation for the proposed termination and consultation with the other Parties, by written notice from the Party. The agreement shall terminate 60 days following receipt of the notice by the other Parties.






VIII. Severability

If any section, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the agreement shall be severed from the invalid parts and shall remain in full force and effect.

<p>CITY OF SANDY</p> <p> Mayor, City of Sandy</p> <p>ATTEST:</p> <p>By:  City Recorder</p> <p>METRO</p> <p> Metro Council President 12/13/11</p> <p>ATTEST:</p> <p>By:  METRO ATTORNEY</p>	<p>CLACKAMAS COUNTY</p> <p>Approved this ²⁰1st day of October, 2011.</p> <p> Chair, Board of Commissioners</p> <p>ATTEST:</p> <p>By:  Recording Secretary D.I.</p>
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Intergovernmental Agreement Area
 City of Sandy, Clatsop County, Metro and Oregon Department of Transportation
 October, 2011 DRAFT

-  Portland Metro urban growth boundary
-  City of Sandy urban growth boundary
-  County boundary
-  Urban reserve areas
-  Rural reserve areas

 **Metro | Making a great place**
 The information on this map was derived from digital databases for January 2011. Users who rely on the
 content of this map assume complete responsibility for the accuracy, reliability, or published accuracy.
 Users are not responsible, approved or certified, including the accuracy of north-south or scale for a
 particular purpose, notwithstanding the contents. If necessary, modifications of any order will appear on the map.

EXHIBIT A

EXHIBIT B
PRINCIPLES FOR CONCEPT PLANNING OF URBAN RESERVES

1. Except for Areas 4A, 4C, and 4D concept planning for specific, enumerated Urban Reserves on the Urban and Rural Reserves map may occur separately and at different times. Concept planning for Areas 4A, 4C, and 4D must be coordinated so that Area 4C (Borland Road) is planned and developed as the town center serving the vast majority of Area 4A (North Stafford) and Area 4D (South Stafford).
2. A concept plan for any Urban Reserve area must be approved by the county, the city or cities who will govern the area and Metro, with ample opportunities for public involvement, including recognized citizen involvement entities, such as community planning organizations, hamlets and neighborhood associations. Concept plans will recognize community-based planning efforts such as the Stafford Hamlet Values & Vision Statement.
3. The following cities shall be invited to participate in concept planning of the following Urban Reserves:
 - Areas 1D and 1F (Clackanomah) – Damascus, Gresham and Sandy
 - Area 3C (Newell Creek Canyon/Holly Lane) – Oregon City
 - Area 4A and 4B (North Stafford Area) – Tualatin, Lake Oswego and West Linn
 - Area 4C (Borland Road) - Tualatin, Lake Oswego and West Linn
 - Area 4D (South Stafford) - Tualatin, Lake Oswego, West Linn, and Wilsonville
4. Concept plans shall provide that any area added to the UGB shall be governed by one or more of the following cities, or a new city, with preferences to the following:
 - Areas 1D and 1F (Clackanomah) – Damascus and Gresham
 - Area 3C (Newell Creek Canyon/Holly Lane) – Oregon City
 - Area 4A and 4B (North Stafford Area) – Tualatin, Lake Oswego and West Linn
 - Area 4C (Borland Road) - Tualatin, Lake Oswego and West Linn
 - Area 4D (South Stafford) – Tualatin, Lake Oswego, West Linn, and Wilsonville
5. Concept planning for Urban Reserve areas that are suitable for industrial and other employment uses – such as portions of Clackanomah and the Borland Road area - will recognize the need to provide jobs in this part of the region, and that the areas were brought into the Urban Reserves principally meet those needs.
6. Concept planning for Urban Reserve areas that are suitable for a mix of urban uses – such as the Borland Road area – will ensure the areas are developed with the opportunity to provide employment and mixed-use centers with housing at higher densities and intense employment at higher floor-to-area ratios, and will include designs for a walkable, transit-supportive development pattern.

7. Concept planning shall recognize environmental and topographic constraints and habitat areas, such as the buttes in the Clackanomah area, Newell Creek Canyon in Urban Reserve Area 3C and the riparian areas along creeks in the North Stafford Area, recognizing that these areas include important natural features, and sensitive areas that may not be appropriate for urban development. Concept planning will reduce housing and employment capacity expectations accordingly
8. Concept planning for the portion of the Clackanomah area along Highway 26 will recognize the need to provide and protect a view corridor considering, among other things, landscaping, signage and building orientation. Metro and Clackamas County also recognize the need to work with the City of Sandy to revise the existing intergovernmental agreement among the parties.

D.L.



OFFICE OF THE COUNTY ADMINISTRATOR

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

October 20, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement between Clackamas County,
Metro and the City of Sandy Regarding Buffering of Future Urban Uses**

Previous Agreement & New Urban Reserves

In 1998 the county entered into an intergovernmental agreement (1998 IGA) with the City of Sandy and Metro to help Sandy preserve an identity distinct from the Metro Region. The "Green Corridor Agreement" called for the parties to work to create a form of rural reserves in the area between Sandy and the Metro Urban Growth Boundary (UGB).

Last year, the Land Conservation and Development Commission approved long-term urban reserve designation of the area lying west Highway 26 and north of Highway 212 referred to as the "Clackanomah Urban Reserve. This land is prioritized for UGB expansion and eventually development. The designation proceeded following an understanding that the county would work with the city to update the 1998 IGA

Proposed Intergovernmental Agreement on the Highway 26 Corridor

The proposed IGA, (1) Requires the parties to work together in good faith to establish a pre-development visual buffer of evergreen trees along Highway 26, and (2) Requires the parties to address visual issues in concept planning preceding the inclusion of Clackanomah Urban Reserve in the UGB.

The agreement will become effective upon a final decision approving the Metro Urban and Rural Reserves.

The Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board of Commissioners approve the agreement, and authorize the Chair to sign the agreement on behalf of Clackamas County.

Sincerely,

Dan Chandler
Strategic Policy Administrator

For information on this issue or copies of attachments,
please contact Dan Chandler at 503-742-5994 or dchandler@co.clackamas.or.us

1998 Agreement

78-219

INTERGOVERNMENTAL AGREEMENT ON
GREEN CORRIDOR AND RURAL RESERVE AND POPULATION
COORDINATION
AMONG CITY OF SANDY, CLACKAMAS COUNTY,
METRO AND THE OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is entered into by and between the City of Sandy ("City"), Clackamas County ("County"), Metro ("Metro") and the Oregon Department of Transportation ("ODOT") pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, The Portland metropolitan region and neighboring cities outside Metro's jurisdictional boundaries are expected to experience substantial population and employment growth by the year 2040; and

WHEREAS, Anticipated urban growth and development in the Metro area will affect neighboring cities outside Metro's jurisdictional boundaries, and anticipated urban growth and development in the neighboring cities will affect jurisdictions within Metro's boundaries; and

WHEREAS, The City wishes to maintain its distinct identity, and the City and Metro area interested in maintaining separation of the City from the metropolitan area; and

WHEREAS, To achieve this separation, the City, the County and Metro are interested in creating permanent reserves of rural land between the City and the metropolitan area and taking coordinated action to reduce urban development pressures upon such rural reserve areas; and

WHEREAS, The City, the County, Metro and ODOT have a common interest in planning connecting highways between the City and the Metro area as "Green Corridor" high performance, multi-modal transportation facilities, where access is tightly controlled and development pressures are minimized; and

WHEREAS, The City, the County, Metro and ODOT further intend such Green Corridors to reinforce the separate and distinct identities of the City and the Metro area, support a multi-modal transportation system and intra-urban connectivity, and encourage economic development within the City; and

WHEREAS, The City, the County, Metro and ODOT are interested in preserving and protecting the rural and natural resource character of rural reserve areas along the Green Corridor that separate the City from the

transmittal 8 pp

metropolitan area, and are further interested in protecting farm and forest activities in those areas from development pressures and incompatible uses; and

WHEREAS, Statewide Planning Goal 2, Land Use Planning, requires that local government comprehensive plans and implementing measures be coordinated with the plans of affected governmental units and that local government, state and federal agency and special-district plans and actions relating to land use be consistent with the comprehensive plans of cities and counties and regional plans adopted under ORS Chapter 268; and

WHEREAS, OAR 860, Division 12 requires ODOT, Metro, and the City and County to prepare and adopt, respectively and in coordination with each other, state, regional and local transportation system plans establishing a coordinated network of transportation facilities to serve state, regional and local transportation needs; and

WHEREAS, ORS 195.036 requires the coordination of population forecasts; the City with the County and Metro with the County;

NOW, THEREFORE, the City, the County, Metro and ODOT agree as follows:

AGREEMENT

I. Purpose

The parties agree that they are mutually interested in and will work together to:

A. Preserve the distinct and unique identities of the City and the metropolitan area by maintaining a separation of the City from the metropolitan area.

B. Plan and manage connecting highways between the City and the Metro area as Green Corridor high performance, multi-modal transportation facilities.

C. Recognize that each Green Corridor is critical to inter-urban connectivity and to support and encourage economic development and a jobs-to-housing balance within the City.

D. Preserve and protect the rural and natural resource character and values of Rural Reserve areas along the Green Corridor that separate the City from the metropolitan area.

E. Control access to the Green Corridor to maintain the function, capacity and level of service of the facilities, enhance safety and minimize development pressures on Rural Reserve areas.

F. Establish a plan to protect the unique visual character of each Green Corridor.

G. Designate areas of rural land to separate and buffer Metro's Urban Growth Boundary and Urban Reserve areas from the City's Urban Growth Boundary and Urban Reserve areas.

H. Act together to reduce development pressures upon Rural Reserve areas and thereby enhance certainty and viability of resource uses in the Rural Reserves.

II. Definitions

A. "Green Corridor" means the high performance, multi-modal transportation facilities connecting the City to the metropolitan area along Hwy. 26, and the surrounding identified rural lands within which the rural and natural resource character will be preserved and protected to maintain separation between the City and the metropolitan area and preserve the unique identities of the City and the metropolitan area.

B. "Rural Reserve" areas are those areas identified by the parties pursuant to the terms of this agreement to provide a permanent separation and buffer between Metro's Urban Growth Boundary and Urban Reserve areas and the City's Urban Growth Boundary and Urban Reserve areas and thereby maintain the distinct identity and character of the City and the metropolitan area.

III. Establishment and Amendment of Green Corridor Boundaries

A. Establishment of Green Corridor boundaries.

1. Until permanent Green Corridor boundaries are established as provided for in this Agreement, interim Green Corridor boundaries shall be established which extend out a distance of 200 feet from both edges of the right of way of the transportation corridor as shown on map Attachment "A" to this Agreement.

2. Permanent Green Corridor boundaries shall be established by the County in cooperation with the City, ODOT and Metro. The establishment of Green Corridor boundaries and the land use and transportation strategies applied within Green Corridors shall take into consideration:

a. The unique visual and functional characteristics of the corridor.

b. The views from the transportation corridor as seen at normal highway speeds and the width of the area alongside the transportation corridor that affect the function of that corridor.

B. Amendment of Green Corridor Boundaries.

1. Green Corridor boundaries may be amended by the County in cooperation with the City, ODOT and Metro.

2. When amending Green Corridor boundaries, the County shall work in cooperation with the City, ODOT and Metro and consider:

a. The views from the transportation corridor as seen at normal highway speeds;

b. The width of the area alongside the transportation corridor that affects the function of that corridor;

IV. Comprehensive Planning Along Green Corridors

A. County comprehensive plan designations and zoning shall apply to all lands designated as Green Corridors. The development of a Comprehensive Plan and Comprehensive Plan amendments for lands within Green Corridor boundaries shall provide for notice and opportunity for comment with the City, Metro and ODOT.

B. ODOT shall prepare, adopt and amend a state transportation system plan addressing transportation facilities serving state transportation needs within Green Corridor boundaries. The County shall be responsible for the preparation, adoption and amendment of the local and regional transportation system plans for facilities of regional and local significance within Green Corridor boundaries. Preparation, adoption and amendment of the state, regional and local transportation system plans shall provide for coordination with and participation by the City, Metro, and Oregon Department of Transportation and other entities providing transportation facilities or services within Green Corridor boundaries.

V. Land Use and Development within Green Corridor Boundaries

A. The County shall retain current zoning including resource lands within Green Corridor boundaries and agree not to expand rural commercial or rural industrial zones, unless approved by the City.

B. The parties shall work cooperatively to determine whether specific uses which would otherwise be permitted within existing exception areas under

County zoning (e.g. new schools, churches) should be prohibited or restricted within the Green Corridor areas to implement the purposes of this agreement. Within 5 years, provided funding is available, the County shall amend its Comprehensive Plan and implementing Ordinance to comply with this agreement.

VI. Screening, Buffering and Signage

A. Within 5 years, provided funding is available, the County shall amend its Comprehensive Plan and implementing Ordinance to consider application of existing County Plan and Ordinance provisions relating to Scenic Highways to the Green Corridor.

B. For existing non-rural development within adjacent or deemed by the cooperating parties to be a visible intrusion into the Green Corridor, ODOT in cooperation with the County, City and Metro shall develop a program of visual screening. Such a program shall contain a landscaping/screening plan for the Green Corridor, which will include identification and prioritization of areas to be screened, and cooperative implementation and maintenance measures.

C. ODOT shall develop a coordinated program for sign consolidation within the Green Corridor boundaries in cooperation with the County, City and Metro.

VII. Access Management and Roadway Improvements

A. In coordination with the other parties, ODOT will review the access management designation within Green Corridor boundaries and develop a cooperative Access Management Plan that promotes high performance, multi-modal transportation facilities connecting the City to the metropolitan area while limiting development pressures on rural and natural resource lands within the Green Corridor. The Access Management Plan shall include techniques to consolidate and limit accesses to and from the Green Corridor to cooperatively purchase access rights, and/or allow no new accesses to the Green Corridor highway except where no reasonable alternative exists.

B. Improvements to the Green Corridors shall be conducted for the purposes of improving multi-modal, traffic safety, the movement of freight, and aesthetics, and shall not be intended solely to improve access to single-occupancy vehicles.

C. Shared access shall be required to the extent reasonably practicable.

VIII. Establishment and Amendment of Rural Reserve Boundaries

A. Establishment of Rural Reserve boundaries.

1. The Rural Reserve boundaries shall be as shown on map Attachment "A" to this Agreement.

B. Amendment of Rural Reserve Boundaries.

1. Rural Reserve boundaries may be amended by mutual agreement of the parties. The party proposing an amendment to a Rural Reserve boundary shall be the lead coordinating agency and shall be principally responsible for demonstrating how the proposed amendment is consistent with the purposes of this Agreement.

2. No amendment shall be effective until adopted by the governing body of the City, the County, ODOT and Metro.

IX. Comprehensive Planning and Zoning within Rural Reserve Boundaries

A. County comprehensive plan designations and zoning shall apply to all lands within Rural Reserve areas. The development of comprehensive plan policies and zoning for lands within Rural Reserve areas shall provide for notice and opportunity for comment with the City, ODOT and Metro.

B. Metro's Urban Growth Management Functional Plan regarding rural reserves and green corridors shall be used as guidelines in developing a plan for these rural lands and maintain the rural character of the landscape and our agricultural economy.

C. The County shall not upzone existing exception areas or nonresource lands to allow a density of development that is greater than what is permitted by existing zoning as of the effective date of this agreement, unless the City agrees to such a change.

X. Development with Rural Reserve Areas

A. The parties shall work cooperatively to determine whether specific uses which would otherwise be permitted within existing exception areas under County zoning (e.g. new schools, churches) should be prohibited or restricted within Rural Reserve areas to implement the purposes of this agreement.

XI. Population Coordination

A. As the County and City are required by ORS 195.036 to coordinate their population forecasts, and the County and Metro, within its district, are

required to coordinate their population forecasts, this agreement is intended to provide for overall coordination of these forecasts.

B. Whenever the County, City or Metro prepare a draft population forecast, they shall provide copies of the forecast to the other parties. After review by all parties, including the City, County and Metro, if agreement by all three parties is reached, a letter from each party from the Mayor, Chair of the County Commission and Metro Executive to all other parties stating agreement with the forecast shall be sent. Land use planning and other work of the parties based on the population forecasts may then commence. In the event that agreement cannot be reached, the parties agree to bring the matter before a neutral fourth party for mediation.

XII. Notice and Coordination Responsibilities

A. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on plan amendments or zone changes within the Green Corridor.

B. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 15 days prior to administrative action on any development applications (including, but not limited to, conditional use permits and design review) within the Green Corridor.

C. ODOT shall provide notice to and opportunity for comment to the City, the County and Metro on access management plans and improvements affecting state highways within the Green Corridor.

D. The County shall provide the city, ODOT and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on any comprehensive plan or land use regulation amendment proposal within a Rural Reserve area.

E. The City shall provide the County, ODOT and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on any comprehensive plan or land use regulation amendment proposal within a Rural Reserve area.

F. Metro shall provide notice to and provide opportunity for comment to the City, ODOT and the County at least 30 days prior to the first scheduled public hearing on any proposed urban growth boundary, urban reserve boundary or functional plan amendment within a Rural Reserve area.

G. In order to fulfill the cooperative planning provisions of this agreement the City, County, Metro and ODOT shall provide each other with needed data, maps, and other information in hard copy or digital form in a timely manner without charge.

XIII. Amendments to this Agreement

This Agreement may be amended in writing by the concurrence of all parties. The terms of this agreement may be reviewed at the time that the parties adopt modifications to related agreements.

XIV. Termination

This agreement shall continue indefinitely. It may be terminated by any of the parties within 60 days written notice to the other parties.

XV. Severability

If any section, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the agreement shall be severed from the invalid parts and shall remain in full force and effect.

CITY OF SANDY

Linda K. Malone
Mayor, City of Sandy

ATTEST:

By: Scott Lazenby
City Recorder

METRO

Mark Burt
Metro Executive

ATTEST:

By: [Signature]
City Recorder

OREGON DEPARTMENT OF
TRANSPORTATION

Director

ATTEST:

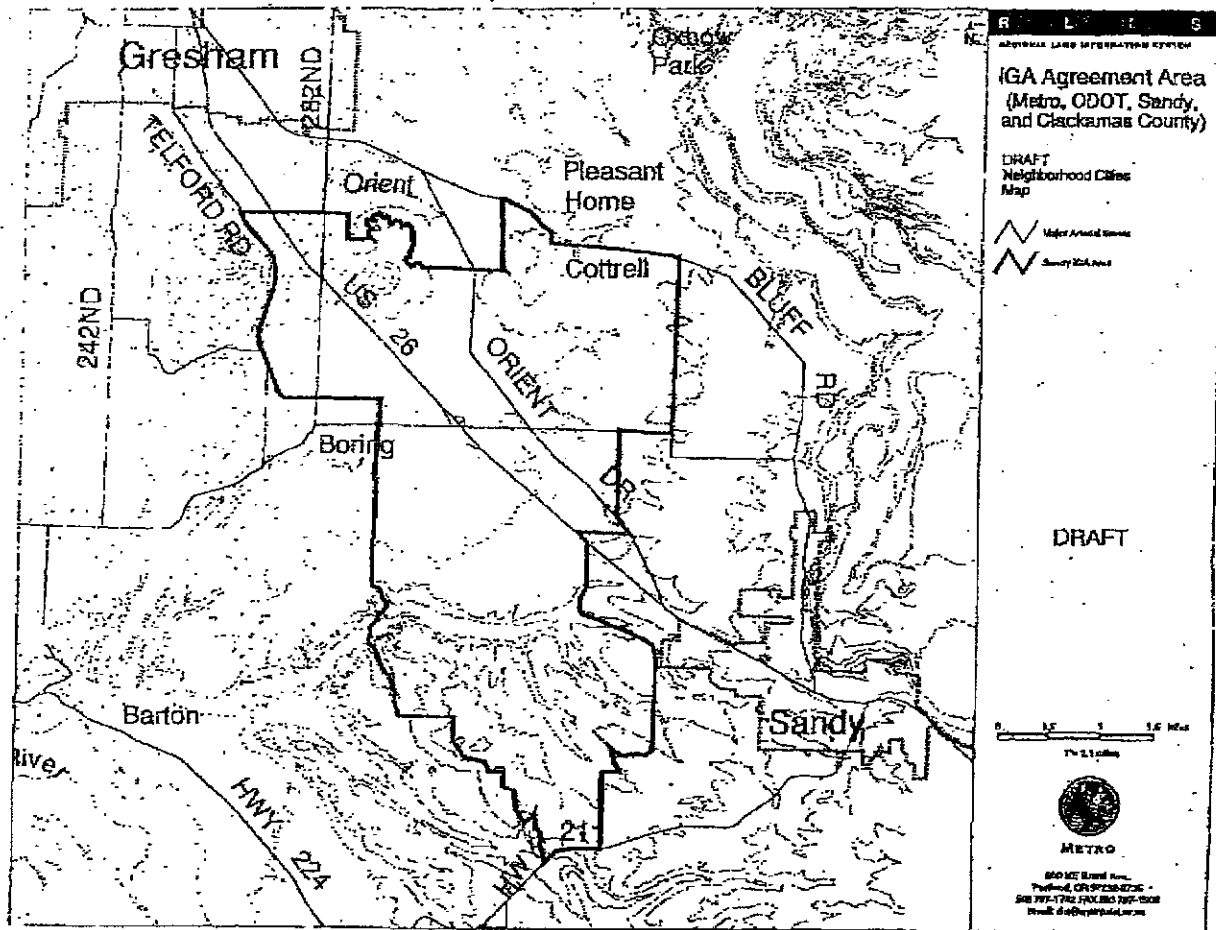
By: _____
Recording Secretary

CLACKAMAS COUNTY

[Signature]
Chairperson, Clackamas County
Board of Commissioners

ATTEST:

By: [Signature]
Recording Secretary



R L S

N

S

METRO

IGA Agreement Area
(Metro, ODOT, Sandy,
and Clackamas County)

DRAFT
Neighborhood Cities
Map

Major Arterial Streets
County Boundaries

DRAFT

0 0.5 1 1.5 Miles

7.5 Miles

METRO

650 NE Grand Ave.
Portland, OR 97232-3236
503 773-7700 FAX 503 793-1008
Email: info@metro.or.gov

Picture: Aug 03, 1997; 01

Boring Oregon
& Dull Scotland
A Pair for the Ages

BOARD OF COMMISSIONERS

SEP 10 2012

Every August 9th is a Boring & Dull Day

BORING COMMUNITY PLANNING ORGANIZATION

P. O. Box 339, Boring, Oregon 97009

Stephen Bates, Chair

DAYTIME TELEPHONE: 503-663-6271

EMAIL: Sbates53@aol.com

September 4, 2012

Chair Charlotte Lehan
Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, Oregon 97045

Dear Chair Lehan, **COPY FOR COMMISSIONER JAMIE DAMON**

The Boring Community Planning Organization, at its regularly scheduled meeting on April 3, 2012 voted unanimously to adopt a Position Statement concerning the 1997/1998 and 2011 Intergovernmental Agreements concerning the Highway 26 Corridor. This Position Statement "demands" that the Clackamas County Board of Commissioners withdraw from these referenced Agreements. A copy for your convenience is enclosed.

This was mailed to all members of the Commission and to this date, we have yet to receive an official response.

At its regularly scheduled public meeting on September 4, 2012, by majority vote, the Boring CPO endorsed a Petition of Demand to the Clackamas County Board of Commissioners for withdrawal from said Agreements.

Enclosed is a copy of this Petition of Demand with signatures of affected property owners that represent the majority of properties on the Highway 26 Corridor as described in the referenced 2011 Agreement.

We respectfully request an official response from the Board of Commissioners concerning these two items.

Sincerely yours,


Stephen L. Bates
Chair

cc: Boring CPO Communications File
attachments (2) a) copy of Position Statement
b) copies of Five (5) Petition of Demand Signature Sheets

BORING COMMUNITY PLANNING ORGANIZATION

"A Forum for Communication and Discussion of Information for a Vibrant Community"

Stephen Bates, Chair

DAYTIME TELEPHONE: 503-663-6271

EMAIL: Sbates53@aol.com

www.boringcpo.org

Concerning the

2011 INTERGOVERNMENTAL AGREEMENT ON HIGHWAY 26 CORRIDOR AMONG CITY OF SANDY, CLACKAMAS COUNTY, METRO

As adopted by Metro under Resolution No. 11-4302

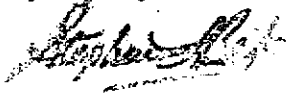
And the 1997/1998 INTERGOVERNMENTAL AGREEMENT ON GREEN CORRIDOR AND RURAL RESERVE AND POPULATION COORDINATION

POSITION STATEMENT

Representing the residents and property owners within the unincorporated area known as Boring, Oregon; the Boring Community Planning Organization hereby ***demand***s that the Clackamas County Board of Commissioners withdraw from the referenced Agreements with a Letter of Termination for the following reasons and understandings:

- A) The people of Boring, particularly the affected property owners, were not given the opportunity to participate in the process up to and including adoption of the 2011 Agreement.
- B) As the 2011 Agreement bears the word "Easement" of Highway Frontage Properties, the City of Sandy, Clackamas County and Metro have apparently violated ORS 215.503 which requires notification of each property owner when there is a change to the acceptable use or negative impact of value of property.
- C) The 2011 Agreement condemns property of Boring landowners; giving the City of Sandy the right to require an "Easement" outside of its legal City Limits.
- D) The 2011 Agreement requires the property owner to continue to pay property taxes on land that cannot be used for any purpose other than a "screen/buffer".
- E) The 2011 Agreement requires "Easements" and tree planting at the expense of the land owner, without guaranteed remuneration.
- F) The only financial impact of the 2011 Agreement is absorbed by Boring property owners. There is no financial impact for the City of Sandy or Metro.
- G) The 2011 Agreement convolutes the ability for Boring property owners to facilitate their rights to use their property as they see fit.
- H) The 1997/1998 Agreement does not have an expiration date and included ODOT.
- I) The 2011 Agreement does not state that it supersedes any previous agreements and does not include ODOT.
- J) The City of Sandy and Metro should have no jurisdiction, responsibilities or influence beyond the respective boundaries of each entity.

Adopted by majority vote at its regular scheduled meeting, April 3, 2012;



Stephen L. Bates, Chair

A RESOLUTION TO OPPOSE THE
CURRENT DESIGN OF
THE COLUMBIA RIVER CROSSING

Resolution No.

DRAFT

WHEREAS, the nearly \$5.5 Billion cost of the Columbia River Crossing will result in significant losses of state and federal funding opportunities for our future county and city transportation infrastructure needs; and

WHEREAS, new fees and taxes will likely be required and imposed upon our citizenry without the opportunity for voter approval; and

WHEREAS, there is abundant evidence of widespread and overwhelming public opposition; and

WHEREAS, there are better plans available which will provide significant savings and gain public support; and

WHEREAS, we (as elected officials) are obligated to speak up for our citizenry and to protect vital future funding sources; and

WHEREAS, it is important for elected officials to stand up and be counted on what may be the largest transportation project in state history,

**NOW, THEREFORE, THE CLACKAMAS COUNTY BOARD OF
COMMISSIONERS RESOLVES AS FOLLOWS:**

1. The Clackamas County Commission hereby directs the County Administrator to notify all of those concerned with the CRC, including ODOT, WDOT, TriMet, C-Tran, Metro, the City of Portland, the City of Vancouver, the Washington and Oregon Governors' offices, both State Legislatures, and Congressional delegates that the Clackamas County Commission strongly objects to the efforts to commit any funding to the Columbia River Crossing as currently planned;
2. That Clackamas County urges all other Oregon and Washington cities and counties to stand up and be counted on this very important matter.

ADOPTED this 7th day of February, 2013

By the BOARD OF COUNTY COMMISSIONERS

COPY

Cindy Becker
Director

3

February 7, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to submit the 2012-2013 Local Public Health Authority Plan to
The State of Oregon Public Health Division**

The Clackamas County Public Health Division of the Health, Housing & Human Services Department requests the approval to submit the 2012-2013 Local Public Health Authority Plan to the State of Oregon Public Health Division.

The Local Public Health Authority Annual Plan (LPHAP) is required by Oregon statute (ORS 431.385). The Annual Plan becomes a public record of the work conducted by the Local Authority to fulfill statutory, contractual and locally driven goals and initiatives. The LPHAP is delivered to the Oregon Health Authority for review and acceptance as a Triennial Plan and updated every year until a new comprehensive plan is required. This is the update to the 2011-2013 Triennial Plan and reflects activities from May 2011 to December 2012. The review period has moved from a fiscal to calendar year reporting cycle.

Recommendation:

We recommend the approval of this Local Public Health Authority Plan and further recommend that Chair John Ludlow sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Dana Lord at 503-655-8479



Public Health Division

Health, Housing and Human
Services Department
Triennial Plan
2012-2013 Annual Update



TABLE OF CONTENTS

	<u>Page</u>
I. Executive Summary.....	3
II. Assessment.....	4
III. Action Plan	
A. Epidemiology and Control of Preventable Diseases and Disorders	4
Communicable Diseases and Tuberculosis.....	4
Human Immunodeficiency Virus.....	4
Tobacco Prevention and Education Program.....	4
B. Parent and Child Services.....	4
Immunization.....	4
Maternal and Child Health Services	
Family Planning.....	5
Women, Infants and Children (WIC) Nutrition Services.....	5
C. Environmental Health.....	5
D. Health Statistics.....	6
E. Information and Referral.....	6
F. Public Health Emergency Preparedness.....	6
G. Other Issues.....	6
Healthy Eating Active Living Program.....	6
Oral Health.....	6
School-Based Health Centers.....	7
Tri-County Health Officer Team.....	7
IV. Additional Requirements.....	8
Organizational Chart.....	8
Board of Health.....	8
Public Health Advisory Committee.....	8-9
V. Unmet Needs.....	9
VI. Budget.....	9
VII. Health Department Personnel Qualifications.....	10-11
Signature Page.....	12
<u>Attachments</u>	
A. WIC Nutrition Education Plan - Staff Training Plan.....	13-16
B. Organizational Chart.....	17

**CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
TRIENNIAL PLAN
2012 – 2013 ANNUAL UPDATE**

I. Executive Summary

Clackamas County Public Health Division is actively applying for national accreditation through the Public Health Accreditation Board. This process will compare the division against a set of nationally accepted best practices focused on the core function of public health practice. Over the past year, the division has conducted comprehensive planning processes, such as the development of an updated Community Health Assessment, Community Health Improvement Plan and internal Strategic Plan and Workforce Development Plan. The division sees these as opportunities to drive the organization forward and show the value the agency brings to the community, especially during this critical time of health transformation's implementation in Oregon.

The Public Health Division continues to be actively engaged in the implementation of health transformation in Oregon through participation in the two regional Coordinated Care Organizations (Health Share of Oregon and FamilyCare). The environment of health care reform has provided opportunities to assess current public health roles and responsibilities and to develop closer ties to the health care systems in Clackamas County. An example includes participation in a four county needs assessment and providing comprehensive population-based data to regional partners.

This year the Public Health Division has created its first Public Health Advisory Committee, made up members representing a variety of community-based organizations. The committee provides the voice of the community to the division and a forum for the discussion of population health issues that impact Clackamas County residents. As the Public Health Division works toward national accreditation, the committee will help assure a needed link to community input in implementing the Community Health Improvement Plan.

Over the last year, the division has also formed a Quality Improvement (QI) Committee, comprised of representatives from staff and managers across all programs. The committee assures the implementation of QI efforts and activities for the division and is actively working on developing the division's first performance management plan. This work expands on the department's current Lean process improvement initiatives and allows for a forum to make progress on the division's internal plans, such as the Strategic and Workforce Development plans. The division continues to work on building a culture of quality improvement throughout the entire organization.

While undertaking all of these new division-wide initiatives over the past year, the staff continues to be focused on providing essential public health services focused on the prevention, protection and promotion of the population's health. By continuing to build strong partnerships with community-based organizations, other county departments, and strong leadership from management and elected officials it will assist in achieving the division's goals.

II. Assessment. To view the Public Health Division's updated Community Health Assessment please visit: http://www.clackamas.us/publichealth/documents/roadmap_update2012.pdf

III. Action Plan. Unless otherwise noted within, there are no changes from the current plan.

A. Epidemiology and Control of Preventable Diseases and Disorders

Communicable Disease

- The Communicable Disease team, Tri-County Health Officers and Epidemiologist participated in Metropolitan Area Pertussis Study (MAPS).
- The Communicable Disease team provides ongoing case management for TB, HIV, and perinatal Hepatitis B.
- The Communicable Disease team continues to work closely with the Environmental Health program to investigate foodborne illnesses.
- The Communicable Disease team provides education and oversight of vaccine-preventable diseases in conjunction with the Tri-County Health Officer team.

Human Immunodeficiency Virus (HIV)

- With regional county partners, developed and implemented a plan for contracting with a Cascade Aids Project to provide many of the service elements of the program.
- Currently provides program planning, oversight, contract counseling and testing services.

Tobacco Prevention and Education Program (TPEP)

- The TPEP focuses on chronic disease prevention, implementation of the Indoor Clean Air Act, and policies that promote smoke-free and other wellness practices in worksites, including local municipalities, along with private and non-profit organizations.
- The program continues to work closely with community partners to reduce access to and initiation to tobacco among youth, and encourage healthy eating and increased physical activity.
- The TPEP continues to be involved in community health assessment activities, and implementation of past assessment projects.

B. Parent and Child Services

Immunization

- Community Health in Motion Clinics collaborative with regional partners continues (administered 700+ doses in 2012).
- Adult Immunization Program created through CDC funded grant. Focused on long-term care facilities staff, school district and Clackamas County employees.
- Partnership with Walgreens Pharmacy created. 600 doses of flu vaccine available to uninsured adults in community clinic settings.
- Program continues to assure school exclusion law.

Maternal and Child Health Services

- The Maternal and Child Health Home Visiting Nurses have a team goal of >190 visits per month.
- Program includes: CaCoon, Babies First!, and Maternity Case Management.
- Public Health Nurses receive referrals from BabyLink, Oregon Mother's Care, WIC, hospitals, clinics, and private providers.

Family Planning

- Program now titled 'Reproductive Health.'
- Program providing subject matter expertise to County's Federally Qualified Health Centers staff on developing and enhancing policies.
- Program staff presents bi-annual provider and nurse chart audit report to Federally Qualified Health Center's QI Committee.
- Trainings being provided as part of orientation for new providers, including staff at newly opened Clackamas County Sunnyside Health and Wellness Center.

Women, Infants and Children Nutrition Services

See Attachment A.

C. Environmental Health

- All Environmental Health Specialists maintain their food program standardization accreditation.
- The repair or replacement of community wading pools is completed. The wading pools were under a strict timeline to be compliant with the new state laws.
- The program continues to work closely with organization camp operators to orient them to the new Oregon Administrative rules.
- Expansion of existing annual pool and spa operator training has taken place by adding the Certified Pool Operator training in April 2013.
- The program operated the Hand Washing Demonstration Mobile Unit at the 2012 County Fair.
- The program continues to help small public water system operators comply with the new EPA Groundwater Rule.
- Implementation of the new temporary restaurant Statutes and Oregon Administrative Rules that will change licensing requirements for temporary restaurants at farmer's market events continued.
- Environmental Health Specialists continue to attend and participate in Climate Change Readiness strategic planning.
- The program continues to maintain program standards found in Division 12 and program elements for FIPP and the DWP.
- For 2012, the Environmental Health staff completed the IGA scope of work requirements for the Food-borne Illness Protection Program and the State Drinking Water Program.
- The program continues to support the division's completion of the Public Health Accreditation Board accreditation standard requirements.

D. Health statistics

The Public Health Division is part of a Portland area collaborative of health departments and hospitals, whose objective was to conduct a regional community health needs assessment. This comprehensive needs assessment has been developed from the use of publicly available data sources compiled by the Healthy Communities Institute (HCI) to identify, understand, and prioritize health issues that affect the region. HCI provides a dashboard tool that allows community members to have an interactive look at how Clackamas County compares to other counties in the state and nation based on health and quality of life indicators. Further quantitative and qualitative analyses are ongoing to guide efforts to address specific health issues.

E. Information and referral

No change from the current plan.

F. Public Health Emergency Preparedness

- Clackamas County Public Health Division maintains all-hazards response plans in collaboration with emergency management and regional partners.
- Program staff trains response personnel for public health emergencies.
- The Incident Response Team provides 24/7/365 coverage for reports of communicable disease.
- Members of the Incident Response Team participate in monthly training to maintain and improve their capability.
- The program maintains the Medical Reserve Corps who act as surge capacity for large public health events.

G. Other Issues

Healthy Eating Active Living (HEAL)

- The HEAL grants program is in its third year and continues to provide annual funding to community partners.
- Grant-funded projects focus on increasing long-term access to active lifestyle and healthy eating for County residents, reducing the prevalence of chronic disease and empowering residents to take steps toward improvement of their health.
- The program provided technical assistance to grantees, and monitored implementation and outcomes of grant projects.

Oral Health

- The Dental Access program led Dental Health Month in February 2012.
- A survey of housing authority residents was conducted from 2011-2012 to develop a universal Screening Tool.
- The First Tooth pilot program established at Beaver Creek Clinic for clinical staff training to apply fluoride varnish at well-child checks, immunizations for children 6 months to 3 years of age.
- Coordinated planning of resources with Willamette Dental Group underway.
- Local community partners meeting to discuss development of a County-wide Dental Voucher concept which will be used as an option for individuals in need of urgent care treatment and stabilization.

School-Based Health Centers (SBHCs)

- The most significant accomplishment of 2012 was the opening of two new SBHCs Health Centers in Milwaukie and Sandy High Schools.
- Estacada High School's SBHC will open in January 2013.
- The three new SBHCs will become certified by the Oregon Health Authority in 2013.
- Focus includes: building sustainability of program through billing insurance, becoming a recognized Patient-Centered Primary Care Home, and aligning with Coordinated Care Organizations.
- *Public Health Division to foster County-wide collaboration to promote SBHCs, leverage resources and strengthen all five SBHCs.*

Tri-County Health Officer Team (TCHO)

- The TCHO provides services to Clackamas, Multnomah, and Washington Counties with a team that includes three public health physicians and a program manager.
- Beginning in January 2011, Paul Lewis became the primary Health Officer for Clackamas County, Jennifer Vines the lead for Washington County, and Gary Oxman remained both the Tri-County Health Officer and the lead for Multnomah County.
- Highlights of the last 18 months include:
 - Health Reform Projects. The TCHO is convening EMS stakeholders to guide implementation of the Centers for Medicare and Medicaid Innovation (CMMI) grant related to frequent users of ambulance services. The TCHO is also participating in the Early Learning Council effort to help integrate health and social services for the youngest and to coordinate opiate prescribing guidelines.
 - Clinician Communication. The TCHO completed an on-line survey of licensed physicians in the Portland metro area to learn this audience's preferred channels and to develop an operational database for use with 'robodialers.'
 - Communicable Disease Prophylaxis. The TCHO identified a nationwide program run by Walgreens Pharmacies that could allow Health Officers to prescribe and Walgreens to dispense antibiotics for those exposed to communicable diseases such as whooping cough and meningococcal disease. A model contract to establish this relationship is under review in Clackamas County.
 - Transportation System Planning. Paul Lewis has participated since 2011 in the Clackamas County 20-year Transportation System Planning Technical Advisory Committee. The TCHO is also participating on the Metro Technical Advisory Committee for transportation.
 - School Illness Exclusion Guidelines. In 2012, the TCHO and Communicable Disease staff from all three counties finalized a simple user-friendly set of guidelines for use by K-12 and childcare staff to help determine whether children need to be excluded from school because of illness. The underlying sentiment of this document is that children should be in school as much as possible and that the risk of transmission of serious communicable diseases is low.

IV. Additional Requirements

Organizational Chart See Attachment B.

Board of Health

The Clackamas County Board of Commissioners serves as the County's Board of Health. When they discuss and set public health-related policies they serve in this capacity. The Public Health Division met with the board on three separate occasions during the 2011-2012 calendar year. Topics included:

- Study session on 11/08/2011 providing overview of public health accreditation
- Study session on 07/31/2012 providing an update on the division's readiness to apply for public health accreditation and a discussion on the board's role as the local public health authority
- Public meeting on 10/25/2012 presenting the purpose and value of public health, ways the board has acted as the board of health, permission to formally apply for public health accreditation and acknowledgement of the Director of the Public Health Division's retirement (Marti Franc)

In 2013, Clackamas County will welcome three new commissioners. The Public Health Division looks forward to orienting the new members on their role as the local public health authority and the exciting opportunities that this new leadership will bring as we work together to serve the citizens of Clackamas County.

Clackamas County Board of County Commissioners	
2012	2013
Charlotte Lehan, Chair	John Ludlow, Chair
Jim Bernard	Jim Bernard
Jamie Damon	Paul Savas
Ann Lininger	Martha Schrader
Paul Savas	Tootie Smith

Public Health Advisory Committee

One of the major responsibilities of the Public Health Division is to create partnerships to work collaboratively in addressing public health issues. One way to engage community members is through the creation of the division's first Public Health Advisory Committee. The committee provides a sounding board and community voice in the review and revision of public health programs, strategies, and goals. As the division prepares for national public health accreditation, the committee will assure a needed link to community input into implementing the Community Health Improvement Plan and in assuring alignment with standards addressing community partnerships.

Public Health Advisory Committee Current Roster	
Affiliation (number)	PHAC Members
Business Community (up to 2)	• Mary Greco, VP, Clackamas Federal Credit Union
Consumer (up to 2)	• Peggy Watters, Wilsonville citizen
Faith-Based (1)	• Kurt Kroon, Pastor, New Hope Community Church
Food/Nutrition (1)	• Beth Cohen, Oregon Food Bank
Healthcare	• Eli Schwarz, OHSU, Chair of

Organization (up to 2)	Community Dentistry <ul style="list-style-type: none"> Molly Haynes, Community Benefits Manager, Kaiser Permanente
Non-Profit Organization (up to 3)	<ul style="list-style-type: none"> Michael Anderson-Nathe, Program Manager, Cascade AIDS Project Andy Catts, Director, North Clackamas Social Needs Roundtable Eric Johnston, Director, Todos Juntos
Schools/Education (up to 2)	<ul style="list-style-type: none"> Michael Ralls, Vice Principal, Milwaukie High School Tracy Donnelly, Director of Health Services, Clackamas Community College
Youth/Student (optional: 1)	<ul style="list-style-type: none"> TBD

V. Unmet Needs

Based on an evaluation of the key highlights found in the division’s updated Community Health Assessment (http://www.clackamas.us/publichealth/documents/cha_highlights_2012_2.pdf), there continues to be a need for more resources dedicated toward addressing health disparities adversely affecting priority populations within Clackamas County.

This year, the Public Health Division conducted its first formal community health improvement planning process, which was intended to guide local efforts over the next several years to improve the overall health of Clackamas County residents. The plan addresses the unmet needs described above and specifically prioritizes on:

- reducing health disparities and health risks;
- engaging communities;
- strengthening partnerships to support educational achievement; and
- increase access to and coordination between services.

The newly formed Public Health Advisory Committee will be the group tasked with assisting the division in the implementation and coordination of the Community Health Improvement Plan.

VI. Budget

Unchanged from the current plan. Beginning fiscal year 2013-2014, the Clackamas County Public Health Division’s budget will be separated from the ‘Community Health Division’ (composed of the Public Health and Health Centers Divisions) and have its own budget.

Budget Officer Contact Information

Sherry Whitehead, Public Health Division Business Services Manager, is the Budget Officer contact for Clackamas County Public Health Division and can be reached at:

Clackamas County Public Health Division
Public Services Building
2051 Kaen Road, # 367
Oregon City, OR 97045
Telephone: 503-742-5342
Email: SWhitehead@co.clackamas.or.us

VII. Health Department Personnel Qualifications

The Administrator must have a Bachelor's degree plus graduate courses (or equivalents) that align with those recommended by the Council on Education for Public Health. These are: Biostatistics, Epidemiology, Environmental health sciences, Health services administration, and Social and behavioral sciences relevant to public health problems. The Administrator must demonstrate at least three years of increasing responsibility and experience in public health or a related field.

Answer the following questions:

Administrator name: Marti Franc, Public Health Division Director

Please Note: Due to the retirement of Marti Franc, as of January 1, 2013, Dana Lord is the Interim Public Health Director and will remain so until a successful recruitment is achieved.

Does the Administrator have a Bachelor degree? Yes No

Does the Administrator have at least 3 years experience in public health or a related field? Yes No

Has the Administrator taken a graduate level course in biostatistics? Yes No

Has the Administrator taken a graduate level course in epidemiology? Yes No

Has the Administrator taken a graduate level course in environmental health? Yes No

Has the Administrator taken a graduate level course in health services administration? Yes No

Has the Administrator taken a graduate level course in social and behavioral sciences relevant to public health problems? Yes No

Yes No **Yes The local health department Health Administrator meets minimum qualifications:**

If the answer is "No", submit an attachment that describes your plan to meet the minimum qualifications.

a. Yes No **The local health department Supervising Public Health Nurse meets minimum qualifications:**

Licensure as a registered nurse in the State of Oregon, progressively responsible experience in a public health agency;

AND

Baccalaureate degree in nursing, with preference for a Master's degree in nursing, public health or public administration or related field, with progressively responsible experience in a public health agency.

If the answer is "No", submit an attachment that describes your plan to meet the minimum qualifications.

- b. Yes No **The local health department Environmental Health Supervisor meets minimum qualifications:**

Registration as a sanitarian in the State of Oregon, pursuant to ORS 700.030, with progressively responsible experience in a public health agency

OR

a Master's degree in an environmental science, public health, public administration or related field with two years progressively responsible experience in a public health agency.

If the answer is "No", submit an attachment that describes your plan to meet the minimum qualifications.

- c. Yes No **The local health department Health Officer meets minimum qualifications:**

Licensed in the State of Oregon as M.D. or D.O. Two years of practice as licensed physician (two years after internship and/or residency). Training and/or experience in epidemiology and public health.

If the answer is "No", submit an attachment that describes your plan to meet the minimum qualifications.

**CLACKAMAS COUNTY COMMUNITY HEALTH DIVISION
PUBLIC HEALTH SERVICES
TRIENNIAL PLAN
2011 – 2012 ANNUAL UPDATE**

The local public health authority is submitting the Annual Plan pursuant to ORS 431.385, and assures that the activities defined in ORS 431.375-431.385 and ORS 431.416, are performed.

_____	<u>Clackamas</u>	_____
John Ludlow, Chair	County	Date
Board of County Commissioners		
Local Public Health Authority		

_____	<u>Clackamas</u>	_____
Cindy Becker	County	Date
Health, Housing and Human Services		
Department Director		

_____	<u>Clackamas</u>	_____
Dana Lord	County	Date
Interim Public Health Division Director		

FY 2013 - 2014 Oregon WIC Nutrition Education Plan Form

County/Agency: Clackamas County WIC
Person Completing Form: Mari Brooker/Dana Lord
Date: 11/20/2012
Phone Number: 503 7234929
Email Address: maribro@co.clackamas.or.us

Return this form electronically (attached to email) to: sara.e.sloan@state.or.us
by December 1, 2012
Sara Sloan, 971-673-0043

Goal : Oregon WIC staff will continue to provide quality participant centered services as the state transitions to eWIC.

Objective 1: During planning period, WIC agencies will assure participants are offered and receive the appropriate nutrition education contacts with issuing eWIC benefits.

Activity 1: By December 1, 2013, each agency will develop and implement a procedure for offering and documenting nutrition education contacts for each participant based on category and risk level while issuing benefits in an eWIC environment.

Note: Information and guidance will be provided by the state office as local agencies prepare for the transition to eWIC.

Implementation Plan and Timeline:

Clackamas County WIC will continue to provide quality nutrition services while transitioning to e WIC

CC WIC will modify our procedure for food benefit distribution incorporating eWIC instruction. In addition to the nutrition education offered at our monthly nutrition fair we will offer additional resources for how to use e WIC.

Objective 2: During planning period, Oregon WIC Staff will increase their knowledge in the areas of breastfeeding, baby behavior and the interpretation of infant cues, in order to assist new mothers with infant feeding and breastfeeding support.

Activity 1: By March 31, 2014, all WIC certifiers will complete the new Baby Behavior eLearning online course.

Note: Information about accessing the Baby Behavior eLearning Course will be shared once it becomes available on the DHS Learning Center.

Implementation Plan and Timeline:

Clackamas County WIC will reserve time at our January 2014 staff meeting to go through the Baby Behavior e learning Course as a group

Activity 2: By March 31, 2014, all new WIC Staff will complete the Breastfeeding Level 1 eLearning Course.

Note: Information about accessing the Breastfeeding Level 1 eLearning Course will be shared once it becomes available on the DHS Learning Center.

Implementation Plan and Timeline:

When the updated Breastfeeding Level 1 e Learning Course is available Clackamas County WIC will reserve time at a monthly staff meeting to review as a group

Objective 3: During planning period, each agency will assure staff continue to receive appropriate training to provide quality nutrition and breastfeeding education.

Activity 1: Identify your agency training supervisor(s) and projected staff in-services dates and topics for FY 2013-2014. Complete and return Attachment A by December 1, 2012.

Implementation Plan and Timeline:

See attachment A

Attachment A

FY 2013-2014 WIC Nutrition Education Plan

WIC Staff Training Plan – 7/1/2013 through 6/30/2014

Agency:

Training Supervisor(s) and Credentials:

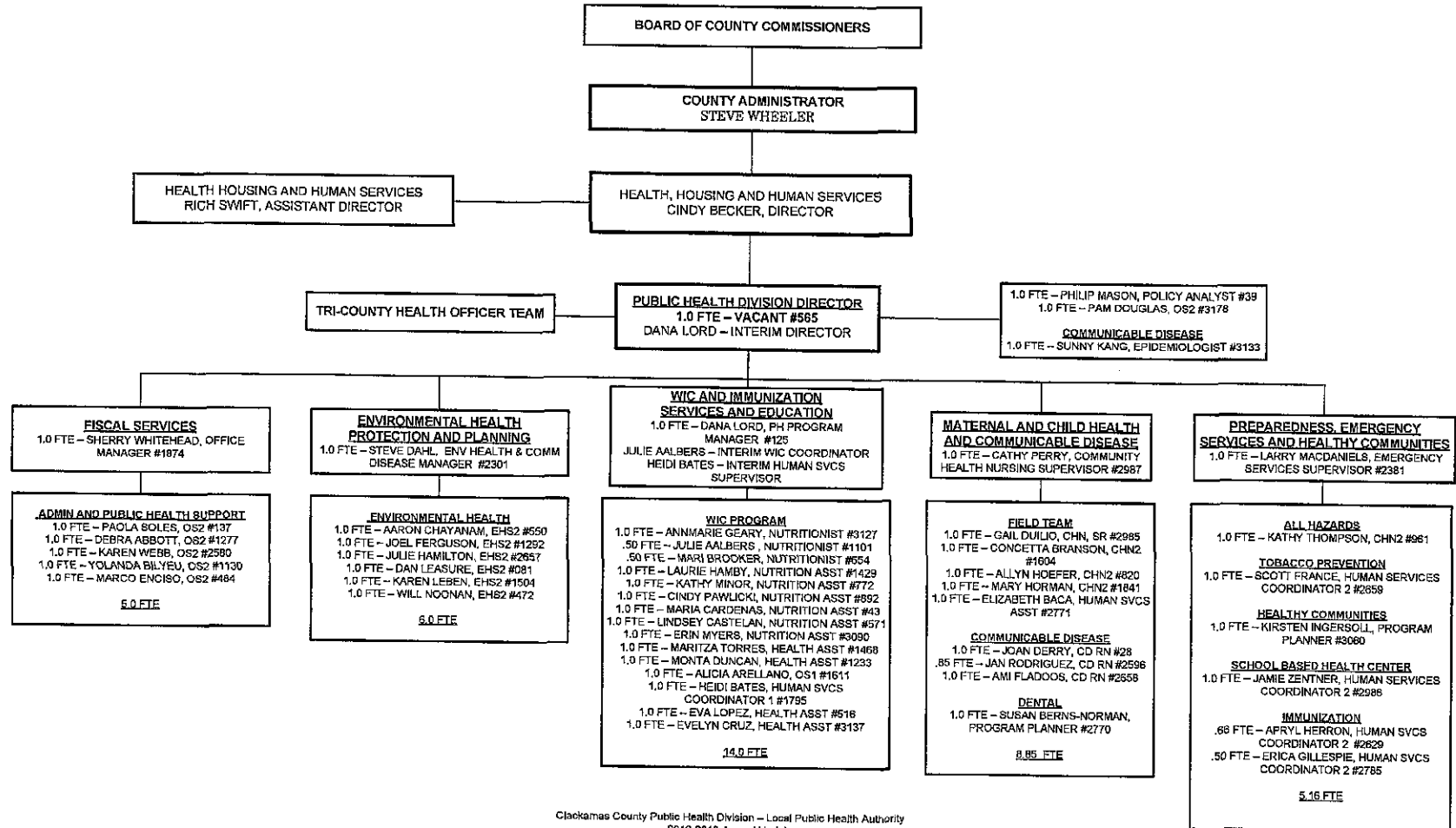
Staff Development Planned

Based on planned program initiatives, your program goals, or identified staff needs, what quarterly in-services and or continuing education are planned for existing staff? List the in-service topic and an objective for quarterly in-services that you plan for July 1, 2013 – June 30, 2014. State provided in-services, trainings and meetings can be included as appropriate.

Quarter	Month	In-Service Topic	In-Service Objective
1	September 2013	Bottlefeeding skills	To increase Clackamas County WIC Staff knowledge in area of bottle feeding best practices
2	November 2013	Autism	To increase Clackamas County Staff knowledge in area of Autism and current nutrition interventions
3	January 2014	Baby Behavior and interpretation of infant cues	To increase Clackamas County WIC Staff knowledge of Baby behavior and interpreting infant cues in order to assist new mothers w/best practices
4	May 2014	Breastfeeding	To increase Clackamas County WIC Staff knowledge in the area of breastfeeding in order to assist new mothers with breastfeeding support

CLACKAMAS COUNTY
PUBLIC HEALTH DIVISION

HEALTH, HOUSING AND HUMAN SERVICES
Public Health Division
Budget Fiscal Year 2012-2013



Clackamas County Public Health Division – Local Public Health Authority
2012-2013 Annual Update

48.01 FTE

February 7, 2012

Board of Commissioners
Clackamas County

Members of the Board

Approval of a new revenue Group Provider Agreement with Health Net Health Plan of Oregon, Inc. for Primary Care Services.

Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Group Provider Agreement with Health Net Health Plan of Oregon, Inc. for the purchase of primary care services from the CCHCD for Oregon Health Plan (OHP) members. Health Net Health Plan of Oregon, Inc. is a national insurance company that provides group, individual and Medicare health plans.

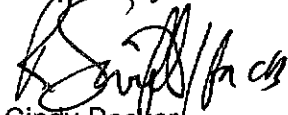
The OHP members covered by this agreement are residents of Clackamas County who have access to physical health services at county clinics and are capitated to Health Net Health Plan of Oregon, Inc. for provision of physical health services. Historically we have provided services for this organization and this contract is being executed to formalize our provider agreement and to raise the compensation rates to make it competitive with other insurance plans.

This is a new revenue agreement for CCHCD. While the estimated projected revenue is \$3,000, the exact amount of revenue from this agreement is unknown, because the number of Health Net Health Plan of Oregon, Inc. enrollees that will be seen at CCHCD will vary. County Counsel reviewed and approved this document on January 8, 2013. No County General funds are involved. The agreement is effective upon signature by both parties and shall continue until either or both parties terminate the agreement.

Recommendation:

We recommend approval of this agreement and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig at (503)742-5318.

HEALTH NET HEALTH PLAN OF OREGON, INC

PROVIDER PARTICIPATION AGREEMENT

This Provider Participation Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2013 (the "Effective Date") by and between **Clackamas County**, ("Provider"), and **Health Net Health Plan of Oregon, Inc.** on behalf of itself and the subsidiaries and affiliates of Health Net, Inc. (collectively, "Health Net").

RECITALS

A. Provider has the legal authority to enter into this Agreement, and to deliver or arrange for the delivery of Contracted Services.

B. Health Net has the legal authority to enter into this Agreement, and to perform the obligations of Health Net hereunder with respect to the Benefit Programs.

C. The parties desire to enter into this Agreement to arrange for Provider to participate in one or more of Health Net's networks of Participating Providers that render Contracted Services to Beneficiaries of various Benefit Programs.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereby agree as follows:

I. DEFINITIONS

Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Article I.

1.1 Beneficiary. A person who is properly enrolled in and/or eligible to receive Covered Services under a Benefit Program at the time services are rendered. The parties acknowledge that the term Member may be used by Health Net in related materials, such as, for example, Benefit Program documents covering various products, marketing materials, Health Net Policies including without limitation Provider Manuals and Operations Manuals, correspondence, forms, and similar documents. For purposes of reference in this Agreement, the term Beneficiary includes the term Member wherever used.

1.2 Benefit Program. The group agreement, evidence of coverage, summary plan description or similar agreements in effect at the time Covered Services are rendered, including but not limited in type to individual, group, family, Medicare or Medicaid, whereby Health Net or any Payor is obligated to provide or arrange for Covered Services or compensation therefore, to Beneficiaries in accordance with the provisions contained in such agreements, plans and contracts.

1.3 Benefit Program Requirements. The rules, procedures, policies, protocols and other conditions to be followed by Participating Providers and Beneficiaries at the time Covered Services are rendered with respect to providing and receiving Covered Services under a particular Benefit Program as set forth in the Benefit Program documents.

1.4 Clean Claim. A Clean Claim means a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment in accordance with the Beneficiary's Benefit Program and this Agreement. A Clean Claim shall accurately reflect billed charges. Substantiating documentation includes, but is not limited to:

1.4.1 Legible claim form

- 1.4.2 Full Name of patient/Beneficiary
- 1.4.3 Beneficiary's date of birth
- 1.4.4 Beneficiary's Benefit Program ID number
- 1.4.5 Date of Service
- 1.4.6 CPT/HCPCS procedure code
- 1.4.7 ICD diagnosis code
- 1.4.8 Provider's name and address
- 1.4.9 Provider's Tax ID #
- 1.4.10 Written referral, if applicable

1.5 Coinsurance. That portion of the cost of Covered Services that a Beneficiary is obligated to pay under a particular Benefit Program which is calculated as a percentage of the contracted reimbursement rate for such services. Coinsurance does not include Copayments or Deductibles.

1.6 Contracted Services. All Covered Services that are (a) within the appropriate scope of practice of Provider and (b) to be provided to a Beneficiary under the terms of the applicable Benefit Program in effect at the time services are rendered and (c) compensated in accordance with this Agreement. Contracted Services shall not include Excluded Services.

1.7 Coordination of Benefits. The allocation of financial responsibility between two or more payors of health care services, each with a legal duty to pay for or provide Covered Services to a Beneficiary at the same time.

1.8 Copayment. That portion of the cost of Covered Services that a Beneficiary is obligated to pay under a particular Benefit Program, which is a fixed dollar amount that generally is indicated on the Beneficiary's identification card and is paid at the time services are rendered. Copayments do not include Coinsurance or Deductibles.

1.9 Covered Services. The health care services, equipment and supplies that are covered under a Benefit Program.

1.10 Deductible. The amount of money that a Beneficiary must pay before the Benefit Program pays certain benefits for Covered Services. Deductibles do not include Coinsurance or Copayments.

1.11 Emergency Medical Condition shall mean a medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would: (a) place the health of the individual (and in the case of a pregnant woman, her health or that of her unborn child) in serious jeopardy, or (b) result in serious impairment to bodily functions, or (c) result in serious dysfunction of any bodily organ or part or (d) with respect to a pregnant woman who is having contractions, for which there is inadequate time to effect a safe transfer to another hospital before delivery or for which a transfer may pose a threat to the health or safety of the woman or the unborn child.

1.11.2 Emergency Medical Screening Exam means the medical history, examination, ancillary tests and medical determinations required to ascertain the nature and extent of an Emergency Medical Condition.

1.11.3 Stabilization means that, within reasonable medical probability, no material deterioration of an Emergency Medical Condition is likely to occur during or to result from the transfer of the patient from a facility; and with respect to a pregnant woman who is in active labor, to perform the delivery, including the delivery of the placenta.

1.12 Emergency Services shall mean, with respect to an Emergency Medical Condition:

1.12.1 An Emergency Medical Screening Exam that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and

1.12.2 Such further medical examination and treatment as are required under 42 U.S.C. 1395dd to stabilize a patient, to the extent the examination and treatment are within the capability of the staff and facilities available at a hospital.

1.13 Excluded Services. Those health care services, equipment and supplies that are determined by Health Net or a Payor not to be Covered Services under the applicable Benefit Program in effect at the time Contracted Services are rendered and for which Provider may bill the Beneficiary.

1.14 Facility(ies). All service locations operated or subcontracted by Provider at the time that Contracted Services are provided under this Agreement. Provider's service locations as of the date this Agreement is executed by the parties are listed on the signature page of this Agreement. Provider shall update the listing of service locations on the signature page of this Agreement as changes, additions or deletions occur, but failure to update shall not be deemed or construed to exclude any service location from the definition of Facilities under this Section 1.14.

1.15 Health Net. A network of managed health care delivery or indemnity companies, owned, controlled, controlling, under common control with, managed or administered in whole or in part now or hereafter, by Health Net, Inc., a Delaware Corporation, its successors and assigns.

1.16 Health Net Policies. The policies, procedures and programs established by Health Net and applicable to Participating Providers in effect at the time Contracted Services are rendered, including without limitation Health Net's grievance and appeal procedures, provider dispute and/or appeal process, drug formulary or preferred drug list, fraud detection, recovery procedures, eligibility verification, payment and review policies, coding guidelines, anti-discrimination requirements, medical management programs, Benefit Program Requirements, the provider manuals and/or operations manuals. The medical management program includes Health Net's credentialing, utilization management, quality improvement, peer review, medical and other record reviews, outcome rate reviews, Prior Authorization, Referral and other policies related to the rendition by Participating Providers of Covered Services to Beneficiaries.

1.17 Inpatient Services. All Covered Services rendered to a Beneficiary during an Admission in a general acute inpatient hospital setting. An inpatient day of service for the purpose of applying the reimbursement rate under this Agreement shall be counted if a patient receiving hospital services occupies an inpatient bed at 12:00 midnight that day and for a duration no less than 24 hours, or if a patient is admitted with intent of overnight stay. "Admission" means an occurrence where a Beneficiary is formally admitted to a licensed hospital bed in accordance with Medicare Guidelines.

1.18 Medically Necessary. The term "Medically Necessary" shall have the same meaning as that term has in the applicable Benefit Program, unless otherwise required by applicable State or federal law, in which case such term shall have the meaning required by applicable State or federal law.

1.19 Observation. Observation status is intended to provide time for assessment of a Beneficiary's medical needs and determination of the need for inpatient Admission or discharge. The Beneficiary must have a medical condition that requires evaluation. Observation is not to be used for Beneficiary or physician convenience or time spent waiting for consultation. If a Beneficiary's diagnosis is known and a treatment plan is in place, the observation status is not appropriate for the Beneficiary. Health Net will follow Medicare Guidelines in establishing appropriate levels of care. The Beneficiary's stay in observation may normally be 24 hours or less but in no case may it exceed 48 hours. Medical necessity for observation must be documented.

1.20 Outpatient Services. Those services generally and customarily provided at a facility and/or a Professional Provider's office to a Beneficiary who is not admitted to an inpatient facility,

including, without limitation, Emergency Services, observation, outpatient and short stay surgery, day care, day program, clinic care, and related nursing, surgical, pharmaceutical, dietary, diagnostic and ancillary services.

1.21 Participating Provider. A Facility, physician, physician organization, other health care provider, supplier, or other organization which has met applicable credentialing and/or recredentialing requirements, if any, and has, or is governed by, an effective written agreement directly with Health Net, or indirectly through another entity, such as, another Participating Provider, to provide Covered Services.

1.22 Payor. Any public or private entity contracted with Health Net which provides, administers, funds, insures or is responsible for paying Participating Providers for Covered Services rendered to Beneficiaries under a Benefit Program, including without limitation self-funded health plans.

1.23 Primary Care Physician (PCP). A Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.) or other health care professional who: (1) is duly licensed and qualified under the laws of the relevant jurisdiction to render Contracted Services; (2) is a Participating Provider and (3) meets the credentialing standards of Health Net for designation as a PCP and who provides for continuity of care and 24 hour a day, 7 day a week availability to Beneficiaries.

1.24 Prior Authorization. Prior approval by Health Net/Payor or its designee for the rendition of Covered Services that may be required under a Benefit Program or a Health Net Policy.

1.25 Professional Provider. The physicians, allied health professionals and other health care providers who contract with Provider, or are employed by Provider, and who have been accepted by Health Net to provide Contracted Services to Beneficiaries.

1.26 Provider Risk Services. If applicable, Contracted Services and such other Covered Services as are described in and governed by an Addendum to this Agreement for which Provider has accepted all or a portion of financial responsibility, including without limitation, capitation compensation, under the applicable Benefit Programs to which the Addendum applies.

1.27 Referral. Referral of a Beneficiary by a Participating Provider, that may be required under a Benefit Program or a Health Net Policy, to another health care provider, prior to the rendition of Covered Services, usually for a specified number of visits or type or duration of treatment.

1.28 State. The term State shall mean the State of Oregon.

II. REPRESENTATIONS AND DUTIES OF PROVIDER

2.1 Representations, Warranties and General Obligations. Provider represents, warrants and agrees on behalf of itself, and each of its Facilities and Professional Providers, as applicable, that:

2.1.1 Provider is licensed without restriction or limitation by the State to provide Contracted Services;

2.1.2 Provider operates and provides Contracted Services in compliance with all applicable local, State, and federal laws, rules, regulations and institutional and professional standards of care;

2.1.3 Provider is certified to participate in Medicare under Title XVIII of the Social Security Act, and in Medicaid under Title XIX of the Social Security Act or other applicable State law pertaining to Title XIX of the Social Security Act;

2.1.4 Provider is accredited or certified by the accrediting or certifying organization(s) listed on the signature page of this Agreement, if any;

2.1.5 Provider shall notify Health Net in writing, thirty (30) days in advance, of any changes to federal tax identification numbers. Provider agrees to compensate Health Net for any IRS fine associated with incorrect federal tax identification numbers, should Provider fail to notify Health Net in writing, prior to the change;

2.1.6 Provider shall maintain applicable licensure, compliance, certification and accreditation throughout the term of this Agreement;

2.1.7 Provider has the unqualified authority to and hereby binds itself, and any Facilities and Professional Providers covered by this Agreement (referred to herein collectively as "Provider"), to the terms and conditions of this Agreement, including any Health Net Policies, addenda appendices, attachments and exhibits, extensions and renewals, as applicable in effect at the time Covered Services are rendered. In the event Provider does not possess the right to legally bind any of its Facilities or Professional Providers to this Agreement, Provider shall ensure that each such Facility or Professional Provider executes a statement in a form acceptable to Health Net attesting to the fact that he/she/it has read this Agreement and agrees to be bound thereto. If Provider has written agreements with its Professional Providers and/or Facilities, Provider represents and agrees that (i) the terms of such agreements do not conflict with the terms of this Agreement, (ii) the terms of this Agreement shall apply in any situation where there is any inconsistency or conflict between the terms of this Agreement and the terms of any such agreement or with respect to any matter which is not addressed in any such agreement between Provider and the Professional Provider/Facility, and (iii) that this provision shall supersede any similar provision in any agreement between Provider and Professional Provider/Facility;

2.1.8 If Provider renders services on behalf of, or as an affiliate, contractor or agent for another healthcare organization, entity or individual that is contracted with Health Net, where that other healthcare organization, entity or individual is to be compensated by Health Net and/or has assumed responsibility for claims payment for certain Beneficiaries, Provider agrees that it shall hold Health Net harmless and will seek payment under the terms of this Agreement for services rendered to those Beneficiaries solely and exclusively from that healthcare organization, entity or individual, and shall not under any circumstances seek payment directly from Health Net, a Payor, or from a Beneficiary. Provider further agrees that any claims for such services submitted directly to Health Net shall be denied as a duplicate payment;

2.1.9 Provider shall comply with Health Net Policies, including without limitation Health Net's quality improvement programs during the term of this Agreement and any extensions or renewals thereof;

2.1.10 Provider shall render Contracted Services using the same standard of care, skill and diligence as is customarily used by similar providers in the United States of America, and in the same manner, and with the same availability, as Provider renders services to its other patients;

2.1.11 Provider shall maintain such physical plant, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services;

2.1.12 Provider shall make reasonable means to participate in the administrative simplification efforts undertaken by the Oregon Health Authority, the Department of Consumer & Business Services, and the Oregon Health Leadership Council;

2.1.13 Provider shall make reasonable efforts to comply with administrative transactions electronically in accordance with standards promulgated by the Federal Department of Health & Human Services and the uniform standards adopted by the Oregon Department of Consumer & Business Services;

Provider shall make reasonable efforts to adopt and demonstrate the meaningful use of certified Electronic Medical Records and E-prescribing.

2.1.14 Provider acknowledges that Health Net is relying upon the representations, warranties, and general agreements set forth in this section in making its decision to enter into this Agreement and in performing its obligations under this Agreement. The representations, warranties and general agreements set forth in this Section 2 are continuing and shall survive termination of this Agreement with respect to Contracted Services delivered during the term of this Agreement and any extensions or renewals thereof.

2.2 Provision of Services. Provider agrees to render Contracted Services to Beneficiaries of Benefit Programs under the terms and conditions of this Agreement, and Provider agrees to participate with Health Net on an all-Payor, all-Benefit Program basis under this Agreement as determined by Health Net. If applicable, Provider shall render preventive care and health education to Beneficiaries during each office visit and document such preventive care and health education in the medical record in accordance with external reporting and accrediting bodies such as the National Committee on Quality Assurance (NCQA), the Joint Commission on Accreditation of HealthCare Organizations (JCAHO), or the Utilization Review Accreditation Commission (URAC). In addition, Provider agrees to actively participate in the Oregon Healthcare Quality Corporation's Aligning Forces for Quality Initiative and The LeapFrog, Group hospital survey, as applicable.

Notwithstanding the foregoing, Provider understands and agrees that Health Net and/or Payor does not have an obligation under this Agreement to assign or refer to Provider any minimum amount of Beneficiaries. Health Net has not represented or guaranteed to Provider that any Beneficiaries shall receive Covered Services from Provider or that Provider shall participate in all networks of Participating Providers offered by or through Health Net.

2.3 Verification of Eligibility. Except in an Emergency, Provider shall verify the eligibility of Beneficiaries using Health Net's telephonically or electronically available system before providing Contracted Services.

2.4 Non-Discrimination. Provider shall not discriminate against any Beneficiary in the provision of Contracted Services hereunder, whether on the basis of the Beneficiary's coverage under a Benefit Program, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Beneficiary of any complaint, grievance or legal action against Provider, Health Net or Payor. Provider agrees to make reasonable accommodations for Beneficiaries with disabilities or handicaps, including but not limited to, providing such auxiliary aides and services to Beneficiaries as are reasonable, necessary and appropriate for the proper rendering of Contracted Services at the Provider's expense.

2.5 Subcontracting. The following requirements shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement and apply if any of the Contracted Services are to be provided by a subcontractor, including without limitation any Facilities and Professional Providers, but excluding employees and routine vendors required in the normal course of Provider's business such as laundry suppliers and the like.

2.5.1 Provider and the subcontractor shall enter into a written agreement, the form of which is attached hereto as an Addendum and is titled "Election to Participate" or other form that is approved by Health Net in writing and that expressly provides (i) that the rendering of Contracted Services by the subcontractor is subject to the terms of this Agreement, (ii) that the subcontractor agrees to seek payment solely and exclusively from Provider, and (iii) that the subcontractor shall hold Health Net, Payor, and Beneficiaries harmless from and against any and all claims for payment for such services. Provider shall furnish Health Net with copies of the form of any such existing subcontracts within ten days of execution of this Agreement.

2.5.2 Every such subcontract shall comply with all applicable local, State and federal laws, be consistent with the terms and conditions of this Agreement, and be terminable with respect to Beneficiaries, Benefit Programs and/or Contracted Services upon request of Health Net.

2.5.3 Provider shall not subcontract either directly or indirectly, with any provider that has been excluded from participation in Medicare Advantage Program under Section 1128 or 1128A [42 U.S.C. 1320a-7] of the Social Security Act or in the State Medicaid program.

2.5.4 Each such subcontractor shall meet applicable Health Net credentialing requirements, prior to the subcontract becoming effective with respect to Contracted Services.

2.5.5 Provider agrees to be solely responsible to pay the subcontractor and Provider shall hold, and ensure that subcontractors hold, Health Net, Payor, and Beneficiaries harmless from and against any and all claims which may be made by such subcontractors in connection with Contracted Services rendered to Beneficiaries under any such subcontract.

2.5.6 In the event that any of Provider's subcontracts fail to comply with the requirements set forth herein, Health Net and/or Payor shall not be required to recognize the existence or validity of the subcontract with respect to Beneficiaries, Benefit Programs and/or Covered Services. Health Net/Payor shall further have the right, but not the obligation, to directly pay subcontractors submitting claims for Contracted Services, and Provider shall indemnify and hold harmless Health Net and/or Payor for all such payments and related costs.

2.6 Participating Providers. Except in an Emergency, as otherwise permitted in the applicable Benefit Program Requirements, or as otherwise required by applicable federal or State law, Provider shall refer Beneficiaries only to Participating Providers and shall use Participating Providers to provide Facility-based physician and other ancillary services included in Covered Services. Provider shall use best efforts to assist Health Net or Payor in their efforts to contract with Provider's Facility-based physicians. Health Net and Payor require that the most cost effective, qualified Participating Provider be utilized.

2.7 Health Net Policies. Provider agrees to participate in, cooperate with and comply with all Health Net Policies, including without limitation its *medical management and quality improvement* programs. To the extent permitted by applicable state and federal confidentiality and privacy laws, Provider also agrees to provide at no cost medical and other records within five (5) days of written notice, and such review data and other information as may be required or requested under a Health Net Policy, including outcome reporting in accordance with, but not limited to, the Health Plan Employer Data and Information Set (HEDIS), Version 3.0, or its successor.

2.8 Prior Authorization and Referrals. Provider specifically acknowledges and agrees that Prior Authorization is not a guarantee of payment and that payment determinations are made at the time the claim is submitted to Health Net/Payor, based on a variety of factors, including without limitation, the eligibility of the Beneficiary and whether the service is a Covered Service, subject to state law. Nonetheless, when either Prior Authorization and/or a Referral is required for the rendition of a health care service, the receipt of the required Prior Authorization and/or the required Referral, each being separate and distinct requirements, is a prerequisite to payment of Clean Claims for such service. In an Emergency, Provider agrees to notify Health Net/Payor and the appropriate Primary Care Physician as applicable, as soon as possible, but no later than 24 hours or by the next working day after providing Contracted Services that would otherwise require Prior Authorization. Subject to appeal, Health Net/Payor shall have the final binding authority to make decisions regarding what constitutes an Emergency or Emergency Services for purposes of determining Covered Services consistent with Benefit Program Requirements. Provider acknowledges that Health Net/Payor shall not be liable for, nor will exercise control or direction over, the manner or method by which Provider renders any Contracted Services (or any other medical or healthcare services) to Beneficiaries under this Agreement.

2.9 Credentialing Program. Provider shall submit to Health Net or its designee any applicable Credentials Application which meets minimum requirements of Health Net. In no event will this Agreement be executed by Health Net, nor will Provider or any Professional Provider or subcontractor begin performing Provider's obligations under this Agreement, until Provider and/or Professional Provider and/or Facility has satisfied applicable credentialing requirements, if any.

2.10 Notice of Adverse Action. Provider shall notify Health Net within five (5) days of the occurrence of any of the following:

2.10.1 any action taken to restrict, suspend or revoke Provider's, a Facility's and/or Professional Provider's license or certification to provide Covered Services;

2.10.2 any suit or arbitration action brought by a Beneficiary against Provider, a Facility and/or Professional Provider for malpractice and Provider shall send Health Net a summary of the final disposition of such action;

2.10.3 any misdemeanor conviction or felony information or indictment naming Provider, a Facility and/or a Professional Provider, and Provider shall send Health Net a summary of the final disposition thereof;

2.10.4 any disciplinary proceeding or action naming Provider, a Facility and/or a Professional Provider before an administrative agency in any state;

2.10.5 any cancellation or material modification of the professional liability insurance required to be carried by Provider, a Facility and/or a Professional Provider under the terms of this Agreement;

2.10.6 any action taken to restrict, suspend or revoke Provider's, a Facility's and/or a Professional Provider's participation in Medicare, Medicaid or CHAMPUS, TRI-CARE or any succeeding program;

2.10.7 any action which results in the filing of a report on Provider, a Facility and/or a Professional Provider under State laws and/or regulations relating to the provision of, or the billing and payment for, Covered Services;

2.10.8 any material Beneficiary complaints against Provider, a Facility and/or a Professional Provider; or

2.10.9 any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Agreement.

2.11 Professional Liability Insurance. Provider shall maintain professional liability insurance in an amount equal to the greater of the highest amount required by (i) applicable federal or State law, (ii) the accrediting body having jurisdiction over Provider or (iii) Health Net Policies. Provider agrees to provide Health Net with written evidence, acceptable to Health Net, of such insurance coverage within three (3) days of such request by Health Net. Provider also agrees to notify, or to ensure that its insurance carriers notify, Health Net at least 30 days prior to any proposed termination, cancellation or material modification of any policy for all or any portion of the coverage required herein. Notwithstanding any insurance coverages of Provider, nothing in Section 2.11 shall be deemed to limit or nullify Provider's indemnification obligations under this Agreement.

2.12 Tradenames, Trademarks, Directories. Provider shall not use or display the tradenames, trademarks, or other identifying information of Health Net without Health Net's prior written approval of both form and content. Provider shall supply all printed materials and other information relating to its operations within seven (7) days of Health Net's request. Provider agrees that Health Net may list the name, address, telephone number and other factual information of Provider, each Facility and

Professional Provider, and of Provider's subcontractors and their facilities in its provider directories, marketing and informational materials and electronic media.

2.13 Non-Solicitation. Neither Provider nor any employee, agent or subcontractor of Provider shall solicit or attempt to convince or otherwise persuade any Beneficiary to discontinue participation in any Benefit Program or in any other manner interfere with Health Net's contract and/or property rights. Notwithstanding the foregoing, Health Net in no way restricts Provider from discussing medical treatment options with Beneficiaries regardless of Benefit Program coverage options. Further, Health Net and Provider, and its employees and subcontractors shall portray each other in a positive light to Beneficiaries and the public.

2.14 Beneficiary Relations. Provider shall have policies and procedures in place for receiving, tracking, and follow-up on complaints from Beneficiaries. Provider shall cooperate with Health Net in investigation and resolution of complaints and concerns of Beneficiaries submitted to Health Net and concerning Provider. All complaints or concerns related to this Agreement or Health Net shall be discussed directly with Health Net. A Participating Provider who is practicing in conformity with the standard of care that applies to physicians in Oregon may advocate a decision, policy or practice without being subject to termination or penalty for the sole reason of such advocacy. Nothing in this Agreement shall restrict Provider and its personnel in discussing a Beneficiary's condition and treatment with the Beneficiary or authorized representative. Provider may withdraw from the care of a Beneficiary when, in the professional judgment of Provider, it is in the best interest of the Beneficiary to do so.

2.15 Patient Safety. Provider agrees to adopt the Guidelines for Non Payment of Serious Adverse Events, as developed by the Oregon Association of Hospitals and Health Systems. Provider agrees to adopt the Medicare guidelines for non payment of Hospital Acquired Conditions (HACS). Provider agrees to participate in applicable Oregon Patient Safety Commission Adverse Events Reporting Programs. As applicable, Provider agrees to use a surgical checklist that is consistent with the Oregon Surgical Safety Checklist as recommended by the Oregon Patient Safety Commission.

2.16 Additional Rights and Obligations. Any additional rights or obligations of Provider or Health Net shall be set forth in the Addenda to this Agreement.

III. REPRESENTATIONS AND DUTIES OF HEALTH NET

3.1 Marketing. Health Net shall make efforts deemed reasonable by Health Net to market Benefit Programs. Notwithstanding the foregoing, Health Net may modify, add or delete Benefit Programs and/or Benefit Program Requirements from time to time and at any time as Health Net deems appropriate in Health Net's sole discretion, and shall use reasonable efforts to provide timely notification to Provider of any such Benefit Program and/or Benefit Program Requirement modifications, additions or deletions.

3.2 Health Net Policies. Health Net shall develop policies and operate programs to promote the delivery of cost effective health care services by Participating Providers. Health Net shall furnish Provider with operation manuals containing the provisions of relevant Health Net Policies and the methods of administration of this Agreement, including without limitation, appeals procedures, and billing and accounting of Contracted Services rendered hereunder. Health Net Policies are set forth in references and forms available to Provider through the Provider Section, Oregon Region, of Health Net's website at www.healthnet.com or by other means which Health Net will communicate to Provider periodically. Health Net shall have the right to modify, add or delete Health Net Policies from time to time and at any time as Health Net deems appropriate in Health Net's sole discretion and shall use reasonable efforts to provide timely notification to Provider of any such modifications, additions or deletions.

3.3 Insurance. Health Net shall maintain insurance programs or policies appropriate and necessary to protect itself and its employees against any claim for damages arising by reason of personal injury or death of a Beneficiary.

3.4 Reporting to Regulators. Health Net and/or Payor shall accept sole responsibility for filing reports, obtaining approvals and complying with applicable laws and regulations of State, federal and other regulatory agencies having jurisdiction over Health Net and/or Payor; provided, however, that Provider agrees to cooperate in providing Health Net and/or Payor with any information and assistance reasonably required in connection therewith, including without limitation, permitting the regulatory agencies to conduct periodic site evaluations of Provider, Facilities, Professional Providers and any of their equipment, operations, and billing and medical records of Beneficiaries.

3.5 Premiums and Fees. Health Net shall make reasonable efforts to collect premiums and other revenue to which Health Net is entitled. Health Net or Payor shall make payment to Provider for Contracted Services in accordance with Article IV of this Agreement.

3.6 Medical Director. Health Net agrees to employ and provide a doctor of medicine or osteopathy, licensed under ORS chapter 677, as Medical Director who shall be responsible for the management of the scientific, technical, and medical aspects of Health Net, shall be available to coordinate with and assist in the performance of this Agreement and shall be responsible for all final medical and mental health decisions related to coverage or payment made pursuant to this Agreement.

IV. COMPENSATION

4.1 Payment Rates. Health Net or Payor shall pay, and Provider shall accept as payment in full for Contracted Services the amounts payable by Health Net or Payor as set forth in the applicable Addendum, Schedule and Exhibit to this Agreement, less Copayments, Coinsurance and Deductibles payable by Beneficiaries in accordance with the applicable Benefit Program. If any payment rates are based on the Provider's billed charges, then, upon execution of this Agreement, Provider shall send Health Net an electronic copy or, if both parties agree, a hard copy of its current Charge Master or, if applicable, other acceptable documentation of Provider's billed charges, in a format acceptable to Health Net. Provider shall notify Health Net in writing at least sixty (60) days prior to any modification of items and/or amounts to Provider's Charge Master or, if applicable, other acceptable documentation of Provider's billed charges. Upon request from time to time, Provider shall promptly provide Health Net with an electronic copy or, if both parties agree, hard copy of its then current Charge Master or, if applicable, other acceptable documentation of Provider's billed charges, in a format acceptable to Health Net. Health Net expressly reserves the right to review the original Charge Master or, if applicable, other appropriate documentation of Provider's billed charges, and any amendments thereto for accuracy, appropriateness and reasonableness based on objective criteria, such as, for example, any cost reports Provider submits to governmental agencies and the customary charge by like providers in the geographic region in which Provider renders Contracted Services. Based on such review of the accuracy, appropriateness and reasonableness of the Charge Master or, if applicable, other appropriate documentation of Provider's billed charges, submitted by Provider, Health Net or Payor may modify such information and use the modified information as the basis for payment of Contracted Services. The terms of this Section 4.1 shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement.

4.2 Billing and Payment. The terms of Section 4.2 shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement:

4.2.1 Billing. If Provider is compensated on a fee-for-service basis, Provider shall submit to Health Net/Payor, via Health Net's/Payor's electronic claims submission program or hardcopy as determined by Health Net/Payor, Clean Claims within 180 days after Provider renders Contracted Services. Where Health Net and/or Payor is the secondary payor under Coordination of Benefits, Provider shall submit Clean Claims accompanied by the explanation of benefits (EOB) or explanation of payment (EOP) from the primary payor to Health Net/Payor within 180 days of the date of the EOB/EOP. If Provider fails to comply with the timely claims submission/filing requirements set forth herein, Health Net shall have no obligation to pay such claims and Provider shall be prohibited from billing the Beneficiary as set forth in Section 4.6 hereof.

Provider agrees to comply with Health Net Policies when billing and collecting and/or appealing payment for Contracted Services rendered pursuant to this Agreement. Provider agrees to not bill Health Net or the Beneficiary, for Hospital Acquired Conditions (HACs), identified by Medicare guidelines, as referenced in Section 2.15. Provider agrees that Health Net/Payor shall have the right to determine the accuracy, appropriateness and reasonableness of all Clean Claims submitted to it, including but not limited to verification of diagnostic codes, DRG assignment, procedure codes and any and all other elements of the submitted claim that affect the liability of Health Net/Payor. Based on its review of the accuracy, appropriateness and reasonableness of claims information submitted by Provider, Health Net/Payor may modify such information and use the modified information as the basis for payment of Contracted Services. Health Net/Payor shall include with its payment an explanation of the reasons for any modification of submitted information.

4.2.2 Payment. Health Net or Payor shall make payment on each of Provider's timely-submitted Clean Claims in accordance with this Agreement or pursuant to the timeframes and procedures required by State and federal law as applicable. Health Net shall not pay for Hospital Acquired Conditions (HAC's), identified by Medicare guidelines, as referenced in Section 2.15. Overdue payments shall bear interest in accordance with Health Net Policies. Payment of interest shall be Provider's sole remedy for failure of Health Net or Payor to make timely payments. In no event shall Health Net be under any obligation to pay Provider for any claim, payment of which is the responsibility of another Payor under a particular Benefit Plan, including without limitation self-funded health plans. A self-funded health plan is a Benefit Program that Health Net administers, but does not insure or underwrite the liability of, and that retains the financial responsibility for payment of (i) claims for coverage under such Benefit Programs and (ii) any expenses incident to the Benefit Program except those specifically assumed by Health Net in any administrative services agreement between the self-funded health plan or its sponsor and Health Net.

4.2.3 Appeals. Provider may request reconsideration of, or appeal, claims payments in accordance with the timeframes and procedures outlined in Health Net Policies and Provider agrees to comply with all timeliness requirements for reconsiderations and appeals. As required by State law, Provider shall have the right to request additional payment to a previously submitted claim. Any request for an additional payment must specify, in writing, the reason Provider believes it is entitled to an additional payment. Health Net shall have no obligation to pay additional amounts unless the request for additional payment is made within 18 months from the date the claim was denied or payment intended to satisfy the claim was made. However, Provider's request for an additional payment will not be considered untimely if the request is made no later than 12 months after a different insurer either: (a) denied the claim in whole or part, or (b) requested a refund of an erroneous payment made on the claim. Notwithstanding the foregoing, for claims involving coordination of benefits, the written request for additional payment must be made within 30 months from the date that the claim was denied or payment intended to satisfy the claim was made, and any such request must specify the reason Provider believes it is owed the refund or additional payment, and include the name and mailing address of the entity that has primary responsibility for payment of the claim or who has disclaimed responsibility for payment of the claim. In accordance with State law, the above time periods do not apply in the case of fraud. Provider shall not require that an additional payment be paid earlier than six (6) months after Health Net/Payor has received Provider's request for additional payment. Any dispute regarding claims payment not resolved through the appeal process may be resolved under Section 7.5 of this Agreement.

4.3 Refunds and Right of Offset. Health Net/Payor may request a refund of a payment previously made to satisfy a claim. Any such request for a refund must specify, in writing, the reason for the refund request. Any such request for refund must be made within 18 months from the date the claim payment intended to satisfy the claim was made. Notwithstanding the foregoing, for claims involving coordination of benefits, any such written request for refund must be made within 30 months from the date payment was made, and include the name and mailing address of the entity that has primary responsibility

for payment of the claim. In addition Health Net/Payor may at any time request a refund of a payment previously made to satisfy a claim, where a third party, including a government entity, is found responsible for satisfaction of the claim as a consequence of liability imposed by law and where Health Net/Payor is unable to recover directly from the third party because the third party has either already paid or will pay Provider for the health services covered by the claim. In accordance with State law, the above time periods do not apply in the case of fraud or billing abuse. If Provider fails to contest a refund request in writing to Health Net/Payor within 30 days of Provider's receipt of the request, the request is deemed accepted and Provider must pay Health Net/Payor the refund within 30 days after the request is deemed accepted. If Provider has not paid the refund within 30 days after the request is deemed accepted, Health Net/Payor may recover the amount through an offset to future claims. Health Net/Payor shall not require that a contested refund be paid earlier than six (6) months after the Provider has received the refund request and offsets will not be taken for a contested refund request prior to the end of this six (6) month period. Provider has the right to request an annual accounting of any offsets. Health Net/Payor shall have the right, but not the obligation, to offset amounts that are due to Health Net/Payor from Provider due to overpayments, sanctions, fees, or other bases from compensation due to Provider. Health Net/Payor's right of offset shall be in addition to any other remedies available to Health Net/Payor at law or in equity. Any dispute regarding offsets not resolved through the appeal process may be resolved under Section 7.5 of this Agreement. The terms of this Section 4.3 shall survive termination of this Agreement.

4.4 Eligibility. Pursuant to Section 2.3 of this Agreement, except in an Emergency, Provider shall verify the eligibility of Beneficiaries using Health Net's/Payor's telephonically or electronically available system before providing Contracted Services. Provider acknowledges that (i) presentation of an identification card is not sufficient proof of eligibility; (ii) verification of eligibility by Health Net/Payor is based on information available to Health Net/Payor from its customers on the date Provider seeks verification; (iii) the eligibility of the Beneficiary may change between the verification date and the date of service; and (iv) Health Net's/Payor's eligibility verification shall not under any circumstances be deemed as a guarantee of payment of the claim. Health Net/Payor shall use reasonable efforts to discourage retroactive cancellation or addition of Beneficiaries to a Benefit Program by Health Net/Payor customers and to confirm the eligibility of Beneficiaries. In the event Contracted Services are rendered to an individual who is not a Beneficiary, based in whole in part on an erroneous or delayed enrollment list or confirmation of enrollment of said individual by Health Net/Payor, the services rendered shall be deemed Excluded Services and Provider may bill the individual directly for payment of such services.

4.5 Collection of Copayments. Provider shall collect all Copayments due from Beneficiaries, and shall not waive or fail to pursue collection of Copayments from Beneficiaries. Provider shall not charge Beneficiary any fees or surcharges for Contracted Services rendered pursuant to this Agreement (except for authorized Copayments, Coinsurance and Deductibles). In addition, Provider shall not collect a sales, use or other applicable tax from Beneficiaries for the sale or delivery of Contracted Services. If Health Net or any Payor receives notice of any additional charge, Provider shall fully cooperate with Health Net or such Payor to investigate such allegations, and shall promptly refund to the party who made the payment, any payment deemed improper by Health Net or a Payor.

4.6 Beneficiary Held Harmless. Provider agrees that in no event, including, but not limited to, non-payment by Health Net or a Payor, insolvency of Health Net or a Payor, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Beneficiaries or persons acting on their behalf other than Health Net or a Payor for Contracted Services provided pursuant to this Agreement. This provision shall not prohibit collection of Copayments, Coinsurance or Deductibles made in accordance with applicable Benefit Program Requirements. Provider further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Beneficiaries; (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Beneficiaries or persons acting on their behalf. At Health Net's option, the terms of the binding arbitration provisions of this Agreement shall not apply to Health Net's actions to enforce the terms of this provision against Provider, Professional Providers, Facilities, or any of their subcontractors; specifically, in the event Provider fails to cure to Health Net's reasonable satisfaction breach of this provision immediately upon written notice, Health Net may pursue legal or

regulatory action to enforce the terms of this section in addition to any other remedy granted to Health Net under law or in equity. Provider shall pay Health Net for its reasonable attorney's fees and costs of enforcement. Further, Provider agrees to (i) address any and all concerns it has with claims payment through Health Net's provider appeal process pursuant to Health Net Policies and (ii) pay Health Net the sum of \$100 for every collection notice sent to any Beneficiary in contravention of this Agreement. Provider shall pay the \$100 fee to Health Net within 30 days of Health Net's written notice to Provider of the collection notice to any Beneficiary. Before expiration of the 30-day notice period, Provider shall give the Beneficiary and Health Net written confirmation that Provider has rescinded the collection notice and taken any other actions necessary to clear the Beneficiary's credit record of the collection matter. Provider agrees that it shall be solely responsible for any costs, including without limitation attorney fees and damages, incurred by Beneficiary as a result of any type of collection action initiated by or on behalf of Provider in contravention of any provision of this Agreement. Notwithstanding the foregoing, Health Net may waive the imposition of the \$100 fee if, for example, Health Net determines that Provider has not engaged in a pattern of inappropriately billing Beneficiaries and has taken all required steps to correct the breach and to prevent future inappropriate billing of Beneficiaries.

4.7 Conditions for Compensation for Excluded Services. Provider may bill a Beneficiary for Excluded Services rendered by Provider to such Beneficiary only if the Beneficiary is notified in advance that the services to be provided are not Covered under the Beneficiary's Benefit Program, and the Beneficiary requests in writing that Provider render the Excluded Services, prior to Provider's rendition of such services.

4.8 Coordination of Benefits.

4.8.1. Obtaining Information. Provider shall make reasonable efforts to obtain information concerning alternate sources of payment for Covered Services rendered to Members.

4.8.2. Obligation To Bill Primary Payor. In the event that Health Net is not the primary payor of Covered Services provided by Provider to a Member, Provider shall first seek and make reasonable efforts to obtain payment from the primary payor. Provider shall reflect the amount so collected from other sources on any bill for any unpaid balance thereafter submitted to Health Net. The allowed amount determined under Section 4.1 shall be reduced by any amounts collected or reasonably collectible by Provider from alternate sources.

4.8.3. Cooperation. Provider shall cooperate with Health Net in identifying and pursuing collection from third parties that may be responsible for payment for Covered Services rendered to Members.

4.8.4. Refunds. If Provider receives payment from an alternate source for Covered Services previously paid for by Health Net, Provider shall promptly refund to Health Net the lesser of the following amounts: (i) the amount previously paid by Health Net, (ii) an amount such that the total amount retained by Provider equals the Payment Amount determined in accordance with Section 4.1 or (iii) the amount received from the alternate source.

V. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of two years thereafter. This Agreement shall automatically renew for successive one-year periods, unless one party notifies the other in writing of its intent not to renew this Agreement, at least 120 days prior to the next scheduled renewal date. Regardless of the Effective Date or any renewal date of this Agreement, Provider shall not begin providing Contracted Services to Beneficiaries and Health Net shall have no obligation to pay for such services until the completion of Health Net's or a Payor's credentialing and certification processes, if any.

5.2 Immediate Termination. Health Net may terminate this Agreement immediately upon notice to Provider with respect to Provider or with respect to any Facility or Professional Provider

(collectively and individually referred to in this section as "Provider"), in the event of (a) Provider's violation of any applicable material law, rule or regulation; (b) Provider's failure to maintain the professional liability insurance coverage specified hereunder; (c) any situation involving an investigation conducted or complaint filed by a state or federal agency or licensing board that restricts Provider's ability to operate a Facility or practice in a hospital, results in substantial limitation on, or reportable discipline against Provider's license, accreditation, or certification; (d) Health Net's determination that the health, safety or welfare of any Beneficiary may be in jeopardy if this Agreement is not terminated; (e) any lawsuit or claim filed or asserted against Provider or alleging professional malpractice after Health Net's reasonable inquiry regarding the allegations supporting such lawsuit or claim; (f) any indictment, charge, arrest or conviction of a felony, or any criminal charge related to the medical, financial and other practices of Provider.

5.3 Termination Due to Material Breach. Both parties agree to use best efforts to cure a material breach of this Agreement within 30 days of receipt of written notice to cure from the other (the "Cure Period"). If the breach is cured within the Cure Period, or if the breach is one which cannot reasonably be corrected within the Cure Period, and the defaulting party is making substantial and diligent progress toward correction during the Cure Period to the reasonable satisfaction of the non-defaulting party, this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if the defaulting party fails to cure a material breach within the Cure Period, the non-defaulting party may terminate this Agreement by providing the defaulting party 30 days prior written notice of termination. The non-defaulting party may exercise this termination option, if at all, within 30 days of the date the Cure Period expires. The provisions of this Section 5.3 shall not apply to claims payment timeliness issues, which are governed by Article IV of this Agreement.

5.4 Termination Upon Notice. Either party may terminate this Agreement for any reason or no reason upon 120 days prior written notice to the other party. In the event either party provides the other party with such notice, Health Net may, at its option, begin to transition Beneficiaries immediately under this Agreement to another Participating Provider.

5.5 Change of Control. This Agreement may be terminated by Health Net or its successor upon a change in control of Health Net or of Provider upon written notice to Provider at any time following such change of control which termination shall be effective as of the date set forth in said written notice, (for purposes of this Section 5.5, a "change of control" of Health Net means either an acquisition of not less than fifty-one percent (51%) of Health Net's stock or assets, or an acquisition of not less than twenty-five percent (25%) of Health Net's stock together with the effective loss of control of Health Net's Board of Directors, and a "change of control" of Provider means either an acquisition of not less than fifty-one percent (51%) of Provider's stock or assets, or an acquisition of not less than twenty-five percent (25%) of Provider's stock together with the effective loss of control of Provider's Board of Directors).

5.6 Information to Beneficiaries. The parties each agree not to disparage the other in any information supplied by either party to Beneficiaries or other third parties in connection with any expiration, termination or non-renewal of this Agreement. Health Net shall assume sole responsibility for notifying Beneficiaries, and Health Net may commence transferring Beneficiaries to alternative providers, prior to the effective date of any expiration, termination or non-renewal of this Agreement. If Beneficiaries seek services or Participating Providers order tests or seek services from Provider after the effective date of any expiration, termination, or non-renewal, Provider shall inform such Beneficiaries and Participating Providers only that Provider no longer has an agreement with Health Net to render Covered Services and shall direct them to Health Net's customer service department. Provider shall not otherwise initiate communications with Beneficiaries or other third parties, verbally or in writing, concerning the expiration, termination or non-renewal of its participation with Health Net, unless the parties have agreed in writing to the content of such communications in the context of a mutually agreed communication plan. Nothing in this provision is intended nor shall it be construed to prohibit or restrict Provider, Professional Provider, or other Participating Providers from disclosing to any Beneficiary information regarding treatments available, the risks, benefits and alternatives thereto, or the decision or process of Health Net or a Payor to Prior Authorize or deny benefits under a Benefit Program. The terms of this Section 5.6 shall survive termination of this Agreement.

5.7 Effect of Termination. In the event of termination of this Agreement for any reason other than those included in ORS 743.854 (5)(a), Provider shall continue to provide services to a specific Beneficiary under the following circumstances:

5.7.1 The Beneficiary is undergoing an active course of treatment with Provider on the date this Agreement would otherwise terminate; and

5.7.2. The benefits related to that course of treatment under the Beneficiary's Benefit Program would either be eliminated or reduced below out-of-network levels if the Beneficiary continued to receive services from Provider for that course of treatment; and

5.7.3. The Beneficiary and Provider must agree that continuing that course of the treatment with the Provider is in the best interests of the Beneficiary; and

5.7.4. Provider agrees to deliver such services according to the terms and provisions of this Agreement, including payment rates set forth in this Agreement, as if this Agreement had not terminated.

If all of the above are true, this Agreement will continue to apply to such course of treatment for that Beneficiary, for the duration allowed under Oregon statute. Once the period of continuation ends, the provisions of this Section will cease to apply and any further services the Beneficiary receives from Provider will be treated as if this Agreement does not exist.

VI. RECORDS, AUDITS AND REGULATORY REQUIREMENTS

6.1 Medical and Other Records. Provider represents and warrants that it prepares and maintains and will prepare and maintain all medical records, financial records relating to this Agreement, and other books and records required by applicable federal and State law, in a form maintained in accordance with the general standards applicable to such book or record keeping and in compliance with all applicable state and federal confidentiality and privacy laws. Provider shall maintain such records for at least seven (7) years after the rendition of Contracted Services, and records of a minor child shall be kept for at least three years after the minor has reached the age of 18, but in no event less than seven (7) years after the rendition of Contracted Services. Additionally, Provider shall maintain such financial, administrative and other records as may be necessary for compliance by Health Net and Payors with all applicable local, State, federal laws and regulations, HEDIS and accrediting agency rules and regulations.

6.2 Access to Records, Audits. The records referred to in Section 6.1 shall be and remain the property of Provider. Subject only to applicable State and federal confidentiality or privacy laws, Provider shall permit Health Net and Payors, or their designated representatives, and designated representatives of local, State, and federal regulatory agencies having jurisdiction over Health Net or any Payor ("Regulatory Agencies"), access to Provider's records, at Provider's place of business during normal business hours, in order to inspect and review and make copies of such records. Such Regulatory Agencies shall include, but not be limited to, the State Department of Health, the State Department of Insurance, and the United States Department of Health and Human Services and any of their representatives. When requested by Health Net, Payors, and/or Regulatory Agencies, Provider shall produce copies of any such records at no charge. Additionally, Provider agrees to permit Health Net, Payors, Regulatory Agencies or their representatives, to conduct audits, site evaluations and inspections of Provider's records, offices and service locations. Provider shall make available the access, audits, evaluations, inspections, records, and/or copies of records required by this Section at no cost to Health Net, Payor and/or the Regulatory Agency within a reasonable time period, but not more than five (5) days after the request is submitted to Provider.

6.3 Continuing Obligation. The obligations of Provider under this Article VI shall not be terminated upon termination of this Agreement, whether by rescission, non-renewal or otherwise. After such termination of this Agreement, Health Net, Payors and Regulatory Agencies shall continue to have

access to Provider's records as necessary to fulfill the requirements of this Agreement and to comply with all applicable laws, rules and regulations.

6.4 Regulatory Compliance. Provider agrees to comply with all applicable local, State, and federal laws, rules and regulations, now or hereafter in effect, regarding the performance of Provider's obligations hereunder, including without limitation, laws or regulations governing Beneficiary confidentiality, privacy, appeal and dispute resolution procedures to the extent that they directly or indirectly affect Provider, Provider's Facility(ies), Provider's Professional Providers, a Beneficiary, Health Net, or Payor, and bear upon the subject matter of this Agreement. If Health Net is sanctioned under any regulatory body for non-compliance which is caused by Provider, Provider shall compensate Health Net for amounts tied to this sanction incurred by Health Net including Health Net's costs of defense and fees.

VII. GENERAL PROVISIONS

7.1 Amendments. All amendments to this Agreement proposed by Provider must be agreed to in writing by Health Net in advance of the effective date thereof. Any amendment to this Agreement proposed by Health Net shall be effective 30 days after Health Net has given written notice to Provider of the amendment, and Provider has failed within that time period to notify Health Net in writing of Provider's rejection of the requested amendment. If Provider rejects any amendment, Health Net shall have the right to consider such rejection as an intent to terminate the Agreement, and Health Net may terminate this Agreement upon 60 days prior written notice. Amendments required because of legislative, regulatory or legal requirements do not require the consent of Provider or Health Net and will be effective immediately on the effective date of the requirement. Any amendment to this Agreement requiring prior approval or notice to any federal or state regulatory agency shall not become effective until all necessary approvals have been granted or all required notice periods have expired.

7.2 Separate Obligations. For purposes of this Section 7.2, the term "Affiliate" shall mean Health Net, or an entity that controls, is controlled by, under common control with, or under contract with Health Net, or that has been authorized by Health Net to access one or more networks of Participating Providers in connection with a Benefit Program, including without limitation self-funded health plans. The rights and obligations of Health Net under this Agreement shall apply to each Health Net Affiliate and Payor covered by this Agreement only with respect to the Benefit Programs of such Affiliate or Payor. No such Affiliate or Payor shall be responsible for the obligations of any other Affiliate or Payor under this Agreement with respect to the other Affiliate's or Payor's Benefit Programs. The person executing this Agreement on behalf of Health Net has been duly authorized by each Affiliate and Payor to execute this Agreement on its behalf. The terms of this Section 7.2 shall survive termination of this Agreement.

7.3 Assignment. Neither this Agreement, nor any of Provider's rights or obligations hereunder, is assignable by Provider without the prior written consent of Health Net. Health Net expressly reserves the right to assign, delegate or transfer any or all of its rights, obligations or privileges under this Agreement without consent of Provider. The terms of this Section 7.3 shall survive termination of this Agreement.

7.4 Confidentiality. Health Net, Payors and Provider agree to hold Beneficiary health information and records, the terms of this Agreement, and all confidential or proprietary information or trade secrets of each other, in trust and confidence. Health Net, Payors and Provider each agree to keep strictly confidential all compensation rates set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure by Health Net to potential customers, Beneficiaries and Regulatory Agencies of the method of compensation used by Health Net with respect to its Participating Providers, e.g., fee-for-service, capitation, shared risk pool, DRG or per diem. Health Net, Payors and Provider agree that such information shall be used only for the purposes contemplated herein, and not for any other purpose. Health Net, Payors and Provider agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of Benefit Program coverage options or (ii) Health Net's rights or obligations with respect to subcontractors, including without limitation delegated providers. The terms of this Section 7.4 shall survive termination of this Agreement.

7.5 Dispute Resolution Process. The parties agree to use the dispute resolution process set forth in this Section 7.5, and binding arbitration as described in Section 7.6, as the final steps in resolving any controversy or dispute that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract, or otherwise, (a "Dispute"). The parties each understand and agree that any and all Health Net internal appeals processes (including without limitation as set forth in Section 4.2.3 hereof) must be properly pursued and exhausted before engaging in the dispute resolution process set forth in this Section 7.5.

(a) Meet and Confer Process:

Initiation: If the parties are unable to resolve any Dispute through applicable Health Net internal appeal processes, if any, the parties agree to meet and confer within 30 days of a written request by either party in a good faith effort to informally settle any Dispute.

Confidentiality: All documents created for the purpose of, and exchanged during, the meet and confer process and all meet and confer discussions, negotiations and proceedings shall be treated as compromise and settlement negotiations subject to applicable State law. To the extent the parties produce or exchange any documents, including documents that are otherwise subject to the attorney work product or attorney-client privilege doctrine, the parties agree that such production or exchange shall not waive the protected nature of those documents and shall not otherwise affect their inadmissibility as evidence in any subsequent proceedings.

(b) Mediation:

If the parties are unable to resolve any Dispute through the meet and confer process set forth above, and desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such services may be made to the American Arbitration Association ("AAA"), Judicial Arbitration and Mediation Services ("JAMS") prior to submitting a Dispute to arbitration, the parties may initiate such other procedures as they may mutually agree upon.

7.6 Binding Arbitration. If the parties are unable to resolve a Dispute through the dispute resolution process set forth in Section 7.5, the parties agree that such Dispute shall be settled by final and binding arbitration, upon the motion of either party, under the appropriate rules of the AAA or JAMS, as agreed by the parties. The parties each understand and agree that the exhaustion of any Health Net internal appeals processes and the dispute resolution process set forth in Section 7.5 hereof are conditions precedent to binding arbitration under this Section 7.6. Notwithstanding the foregoing, nothing contained herein is intended to require binding arbitration of disputes alleging medical malpractice between a Beneficiary and Provider or to Disputes between the parties alleging breaches of confidentiality of Beneficiary information, trade secret or intellectual property obligations. The arbitration shall be conducted in Portland, Oregon by a single, neutral arbitrator who is licensed to practice law. The written demand shall contain a detailed statement of the matter and facts and include copies of all available related documents supporting the demand. Arbitration must be initiated within one-year after the date the initial written notice of the Dispute was delivered to the other party, by submitting a written demand to the other party. The failure to initiate arbitration within that one-year period shall mean the complaining party shall be barred forever from initiating such proceedings.

All such arbitration proceedings shall be administered by the AAA or JAMS, as agreed by the parties; however, the arbitrator shall be bound by applicable State and federal law, and shall issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that the decision of the arbitrator shall be final and binding as to each of them. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have no authority to make material errors of law or to award punitive damages or to add to, modify, or refuse to enforce any agreements between the parties. The arbitrator shall make findings of fact and conclusions of law and shall have no authority to make any award which could not have been made by a court of law. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator

within sixty (60) days of the entry of judgment on the award. The parties waive their right to a jury or court trial.

The parties recognize and agree that theirs is an ongoing business relationship which may lead to sensitive issues with respect to the exchange of information related to any Dispute. The parties agree, therefore, to enter into such protective orders (including without limitation creating a category of discovery documents "for attorneys' eyes only" to the extent feasible given the nature of the evidence and the Dispute). All discovery information shall be used solely and exclusively for arbitration of the Dispute between the parties and may not be used for any other purpose. After the arbitration award becomes final, each party shall return or destroy all attorneys' eyes only and highly confidential documents obtained from the other party during the course of the arbitration, and within thirty (30) days of such date shall provide to the other party an officer's certificate signed under penalty of perjury indicating that all such information has been returned or destroyed.

In all cases submitted to arbitration, the parties agree to share equally the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees shall be advanced by the initiating party subject to final apportionment by the arbitrator in this award. The parties agree that the content and decision of any arbitration proceeding shall be confidential unless disclosure is required by applicable State or federal statutes or regulations. The terms of Section 7.5 and Section 7.6 shall survive termination of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

7.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, except to the extent such laws conflict with or are preempted by any federal law, in which case such federal law shall govern.

7.9 Indemnification.

7.9.1 Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

7.9.2 Provider agrees to indemnify, defend, and hold harmless Health Net, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Provider's performance or failure to perform its obligations hereunder.

7.9.3 Health Net agrees to indemnify, defend, and hold harmless Provider, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Health Net's performance or failure to perform its obligations hereunder.

7.10 Non-Exclusive Contract. This Agreement is non-exclusive and shall not prohibit Provider or Health Net or Payor from entering into agreements with other health care providers or purchasers of health care services.

7.11 No Third Party Beneficiary. Nothing in this Agreement is intended to, or shall be deemed or construed to create any rights or remedies in any third party, including a Beneficiary. Nothing

contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any such Beneficiary or the duties or responsibilities of Provider or Health Net or Payor with respect to such Beneficiaries.

7.12 Notice. Notices regarding the term, termination, breach or renewal of this Agreement shall be given in writing in accordance with this Section 7.12 and shall be deemed given five (5) days post deposit in the U.S. mail, postage prepaid. If sent by hand delivery, overnight courier, or facsimile, notices shall be deemed given upon documentation of delivery. All such notices shall be addressed as follows:

Health Net: Health Net Health Plan of Oregon, Inc.
Attention: Provider Contracting
13221 SW 68th Parkway
Tigard, OR 97223

Provider: Clackamas County
Attention: Emily Zwetzig
2051 Kean Road, Suite 367
Oregon City, OR 97045

Facsimile number: 503- 742-5311

The addresses to which such notices are to be sent may be changed by written notice given in accordance with this Section.

7.13 Regulation. Health Net/Payor is subject to the requirements of various local, State, and federal laws, rules and regulations. Any provision required to be in this Agreement by any of the above shall bind Provider and Health Net/Payor whether or not expressly set forth herein.

7.14 Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.15 Status as Independent Entities. None of the provisions of this Agreement is intended to create or shall be deemed or construed to create any relationship between Provider and Health Net/Payor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Provider nor Health Net/Payor, nor any of their respective agents, employees or representatives shall be construed to be the agent, employee or representative of the other.

7.16 Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an Addendum that is in conflict with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement.

7.17 Regulatory Approval. If Health Net has not been licensed to provide, or arrange for services in connection with, a particular Benefit Program in a particular State, or has not received all required regulatory approvals for use of this Agreement with respect to a particular Benefit Program in such State prior to the execution of this Agreement, this Agreement shall be deemed to be a binding letter of intent with respect to such Benefit Program in that State. In such event, this Agreement shall become effective with respect to any such Benefit Program in that State on the date that the required licensure and regulatory approvals are obtained. If such licensure or regulatory approval is conditioned upon amendment of this Agreement, then this Agreement shall be amended automatically pursuant to Section 7.1 hereof.

7.18 Calculation of Time. The parties agree that for purposes of calculating time under this Agreement, any time period of less than ten (10) days shall be deemed to refer to business days and any time period of ten (10) days or more shall be deemed to refer to calendar days unless the term "business" precedes the term "days".

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Clackamas County

HEALTH NET HEALTH PLAN OF OREGON, INC

Signature

Signature

Print Name

Chris Ellertson

Print Name

Title

President

Title

Date

Date

Federal Tax Identification Number

Name of Tax Identification Number Owner

Provider/Facility Name, Address, Telephone and Facsimile Phone	Specialty	State License Number	Federal Tax Identification Number	Medicare Provider Number	UPIN	Other Language(s)	Drug Enforcement Agency Number
<i>Additional Location(s):</i>							
<i>Billing Address:</i>							

ADDENDUM A

PROVIDER-SPECIFIC RIGHTS AND OBLIGATIONS

This Addendum Intentionally Left Blank

ADDENDUM B

COMMERCIAL BENEFIT PROGRAMS

**SEE RATE PAGE(S) AND PAYMENT CONDITIONS
ATTACHED AS EXHIBIT B-1 AND EXHIBIT B-2**

EXHIBIT B-1A
EPO/POS
PHYSICIAN RATE EXHIBIT
PAYMENT RATES

Subject to the terms of this Agreement, including without limitation, the Payment Conditions set forth in Exhibit B-2 of this Agreement, when Contracted Services rendered by Provider are paid on a fee-for-service basis, Provider shall be paid the lesser of: (i) the rates set forth in this Exhibit B-1A or (ii) 90% of Provider's billed charges. Health Net shall implement CMS updates within 90 days of the date Health Net receives updates from CMS. All CMS updates shall be made only prospectively.

Category of Service	Compensation
Contracted Services delivered by Provider, excluding services listed below	130% of CMS
Contracted Services delivered by allied health professionals	130% of CMS
Anesthesia Services	130% of CMS
Laboratory Services performed in Provider office	130% of CMS
Pharmaceuticals	130% of CMS
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	80% of Covered Billed Charges

EXHIBIT B-1B
PPO/INDEMNITY
PHYSICIAN RATE EXHIBIT
PAYMENT RATES

Subject to the terms of this Agreement, including without limitation, the Payment Conditions set forth in Exhibit B-2 of this Agreement, when Contracted Services rendered by Provider are paid on a fee-for-service basis, Provider shall be paid the lesser of: (i) the rates set forth in this Exhibit B-1B or (ii) 90% of Provider's billed charges. Health Net shall implement CMS updates within 90 days of the date Health Net receives updates from CMS. All CMS updates shall be made only prospectively.

Category of Service	Compensation
Contracted Services delivered by Provider, excluding services listed below	130% of CMS
Contracted Services delivered by allied health professionals	130% of CMS
Anesthesia Services	130% of CMS
Laboratory Services performed in Provider office	130% of CMS
Pharmaceuticals	130% of CMS
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	80% of Covered Billed Charges

EXHIBIT B-1C
COMMUNITY CARE EPO/POS
PHYSICIAN RATE EXHIBIT
PAYMENT RATES

Subject to the terms of this Agreement, including without limitation, the Payment Conditions set forth in Exhibit B-2 of this Agreement, when Contracted Services rendered by Provider are paid on a fee-for-service basis, Provider shall be paid the lesser of: (i) the rates set forth in this Exhibit B-1C or (ii) 90% of Provider's billed charges. Health Net shall implement CMS updates within 90 days of the date Health Net receives updates from CMS. All CMS updates shall be made only prospectively.

Category of Service	Compensation
Contracted Services delivered by Provider, excluding services listed below	130% of CMS
Contracted Services delivered by allied health professionals	130% of CMS
Anesthesia Services	130% of CMS
Laboratory Services performed in Provider office	130% of CMS
Pharmaceuticals	130% of CMS
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	80% of Covered Billed Charges

EXHIBIT B-1D
EPO/POS COMMUNITY CARE EXCHANGE
PHYSICIAN RATE EXHIBIT
PAYMENT RATES
EFFECTIVE 1/1/2014

Subject to the terms of this Agreement, including without limitation, the Payment Conditions set forth in Exhibit B-2 of this Agreement, when Contracted Services rendered by Provider are paid on a fee-for-service basis, Provider shall be paid the lesser of: (i) the rates set forth in this Exhibit B-1D or (ii) 90% of Provider's billed charges. Health Net shall implement CMS updates within 90 days of the date Health Net receives updates from CMS. All CMS updates shall be made only prospectively.

Category of Service	Compensation
Contracted Services delivered by Provider, excluding services listed below	130% of CMS
Contracted Services delivered by allied health professionals	130% of CMS
Anesthesia Services	130% of CMS
Laboratory Services performed in Provider office	130% of CMS
Pharmaceuticals	130% of CMS
By Report (BR) Procedures, Procedures not Listed and Procedures with Relativities not Established	80% of Covered Billed Charges

Health Net intends this rate exhibit to extend to the Community Care network products to be offered in the the Oregon Healthcare Exchange (Cover Oregon), effective the 1st day of January, 2014. Health Net reserves the right to change the name of this network and/or products. The parties acknowledge that any change to the name of the Community Care Exchange Network will not impact the terms of the Providers participation as set forth in the Amendment.

The parties acknowledge that Health Net has submitted for applicable regulatory approval an application for participation in Cover Oregon. The parties agree that if Health Net has not been certified to provide services in connection with Cover Oregon prior to the execution of this Exhibit B-1D, this Exhibit B-1D shall be deemed to be a binding letter of intent with respect to the Cover Oregon benefit program. In such event, this Exhibit is to be added to the Agreement and shall become effective with respect to the Cover Oregon benefit program on the date that the required regulatory approval is received by Health Net. If Health Net is unable to obtain such certification or regulatory approval after due diligence, Health Net shall notify Provider, and both parties shall be released from any obligation under this Exhibit with respect to the Cover Oregon benefit program covered by this Exhibit; provided, however, that if such certification or regulatory approval is conditioned upon further amendment of the Agreement or the Exhibit listed, then such Exhibit shall be deemed to have occurred automatically without further action by either party.

EXHIBIT B-2
PHYSICIAN
PAYMENT CONDITIONS

The following payment conditions supplement but do not replace any conditions or requirements contained in Health Net Policies, and apply to all payments made to Provider for Contracted Services under this Agreement:

1. Provider shall bill with valid CPT/HCPCS & ICD diagnosis codes.
2. All payment will be made based upon the stated percentage of current CMS fee schedules, including Geographic Practice Cost Indices (GPCI). All payments are subject to Health Net Policies and coding guidelines.
3. These rates apply to all current and future locations billed under this Tax Identification Number.
4. Allied Health Professional reimbursement follows CMS guidelines.



4
NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

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

February 7, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of FY11 Urban Area Security Initiative (UASI)
Local Grant Agreement (LGA) with
Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority**

The Clackamas County Emergency Management Department requests approval of the FY11 UASI LGA with Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority. Clackamas County is a signatory to an Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the UASI LGA with the above listed agencies will allow those agencies to benefit from up to \$165,408 in UASI grant funds for a mobile water treatment plant and costs associated with participation in a 2013 regional exercise.

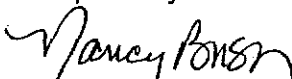
The UASI grant is administered by the City of Portland under the direction of the Regional Disaster Preparedness Organization. The grant is a 100% federal share recurring grant program providing funding for interoperable communications, CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive), emergency water treatment and incident response projects to Portland Urban Area agencies. When purchases are made by Clackamas County, the County is reimbursed for all approved expenditures. For large equipment purchases, the City of Portland procures the equipment and the funds do not pass through the County budget. The spending period for the FY11 UASI grant is July 1, 2012 through March 31, 2014. All UASI funded equipment is available to the Urban Area for response to natural or manmade disasters.

County Counsel has approved the LGA as to form.

Recommendation:

Staff respectfully recommends approval of the FY11 UASI LGA between Clackamas County and Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority.

Respectfully submitted,


Nancy Bush
Director

For information on this issue or copies of attachments please contact Sarah Eckman at (503) 650-3381

**URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT**

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District ("Sub-recipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$4,925,160, in Fiscal Year 2011 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #11-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2011 in the amount of \$4,668,953, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2011 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

a) That it has read the award conditions and certifications for UASI Grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.
- s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.
 - i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
- iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on March 31, 2014, unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the

provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or 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 persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is:

Name: GREGG RAMIREZ

Jurisdiction/District: CLACKAMAS FIRE DISTRICT #1

Address: 2930 SE OAK GROVE BVD MILWAUKEE, OR 97267

Phone: (503) 754-2902

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

By: _____

Date: _____, 2012

Approved as to form

By: David W. Anderson
County Counsel

Date: 1-30-13, 2012

SUB-RECIPIENT

By: [Signature] Fire Chief
Authorized Signature

For: Clackamas Fire District #1
Sub-recipient

Date: December 21, 2012

Approved as to form

By: _____
Attorney

Date: _____, 2012



February 7, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**PURCHASE OF REPLACEMENT TRACTORS AND INSTALLATION OF EXISTING TANKS
FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

This contract is for the purchase of two replacement tractors and installation of existing tanks. These tractors are used to transport liquid biosolids for land application and/or transport to the Tri-City Water Pollution Control Plant for dewatering. The contract value is \$366,432 and is funded through the Clackamas County Service District No. 1 (CCSD#1) and Tri-City Service District (TCSD) approved 2012/13 FY budgets. These tractors are being procured through the State Procurement contracts.


CCSD #1 uses five (5) tractor/trailer combinations (example photo attached) to transport liquid biosolids from the Kellogg Creek Water Pollution Control Plant and the Hoodland Sewage Treatment Plant. Biosolids are hauled daily from the Kellogg Creek plant and monthly from the Hoodland plant at Kellogg Creek and is critical to maintaining safe digester levels by removing the biosolids from the plant. Failure to haul biosolids from the plants can result in a permit violation.

Four of the five tractors in the current fleet are well beyond their useful life. Specifically, -110%; -90%; -75% and -70%. If approved, this would minimize the need for contracted hauling and minimize the chance of WES drivers being reallocated to other department functions until a new tractor(s) could be purchased. After inspection of the stainless steel tanks, staff determined that the tanks are still viable. We are pleased to report that the existing tanks will be used with the new tractors.

RECOMMENDATION

Staff recommends approval of the contract for the purchase of two replacement tractors and installation of existing tanks for CCSD#1 and to authorize Director Mike Kuenzi to sign on behalf of CCSD#1.

Sincerely,



Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Trista Crase at (503) 742-4566



WATER ENVIRONMENT SERVICES

Beyond clean water. www.clackamas.us/wes

Water Environment Services

Annual Equipment Inventory and Evaluation

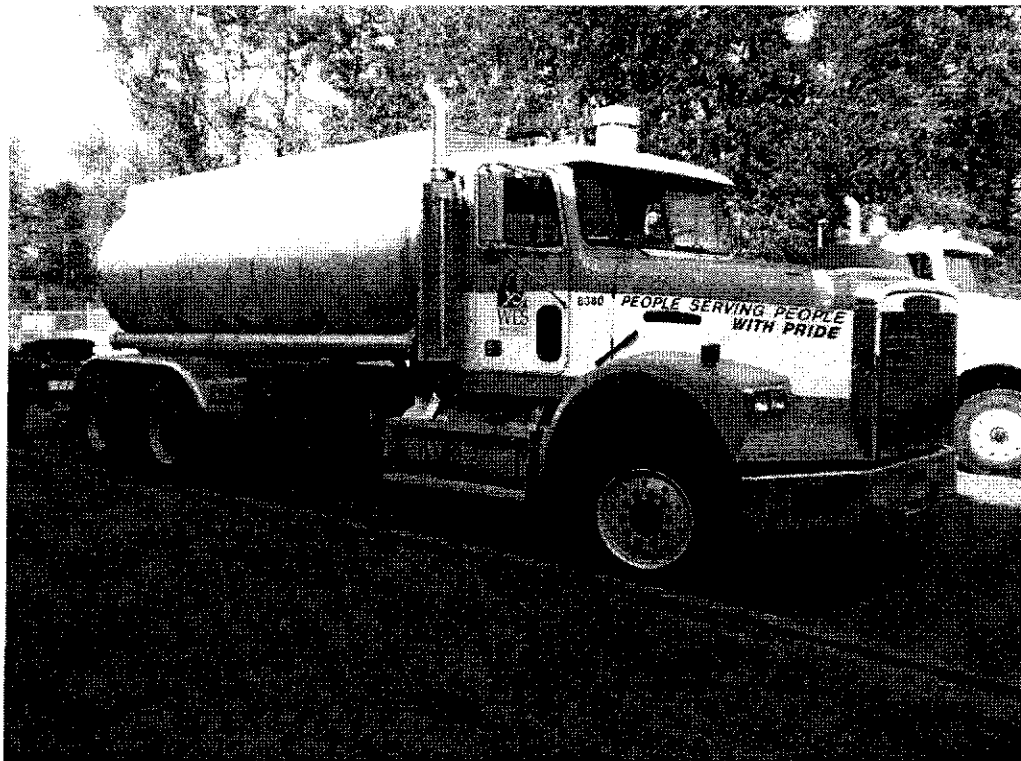
Equipment No.	E918380
Equipment description	Tanker Truck (Hoodland)
Evaluated by:	Robert Watson December 2011

Condition:

This is a '91 vehicle with 383,235 miles on it. Has had suspension work done on driver's and the entire brake system worked on. Last brake issue was brakes grabbing. Truck runs good, has newer tires but no GPS unit installed. Tank is probably OK but piping could be getting thin, and pump is propable weak and hard to get parts for.

Recommendations:

At present it's the back-up to the back-up and is in use at Tri-City to move dolly in trailer placement.



CCSD#1 Tractor Replacement Cost Summary

	Ea	qty	Total
Tractor	\$125,009	2	\$250,018
tank install	\$37,382	2	\$74,764
Rebuild trailer	\$36,150	1	\$36,150
Al wheels	\$5,500	1	\$5,500
			\$366,432



COLUMBIA
Body Manufacturing

P. O. Box 999 ♦ 10037 SE Mather Road ♦ Clackamas, Oregon 97015
(503) 656-3775 ♦ 1-800-233-7119 ♦ FAX (503) 656-5064

Customer: Clackamas County DTD

Address: 902 Abernethy rd.

Oregon City, OR 97045

Attention: Russ Weber

Phone: 503-722-6324

Date: 1/18/2013

Estimate: 2K13010

Salesman: Chris Foster

email RussWeb@co.clackamas.or.us

ESTIMATE

Replacement chassis and drawbar for tank trailer

- 1) Remove tank from turntable and saddle mount assemblies**
- 2) Manufacture new rear saddle/ axle mount assembly including light bar with lights.**
- 3) Manufacture new turn table mount assembly.**
- 4) Install new turn table bearing assembly.**
- 5) Install new front turn table and rear mount assemblies to tank saddles.**
- 6) Install new 71 ½" track axles including**
- 7) Install new Wabco 4S 2M ABS system**
- 8) Manufacture new drawbar assembly.**
- 9) Install all new electrical and pneumatic lines.**
- 10) Install all new lights and wiring.**
- 11) Install new ladder on tank.**

Total to Manufacture and install all new components below tank

FET not included \$36,150.00

*******Customer supplied wheels and tires*******

Prepared for:
RUSS WEBER
CLACKAMAS COUNTY
902 ABERNATHY ROAD
OREGON CITY, OR 97045
Phone: 503-722-6324

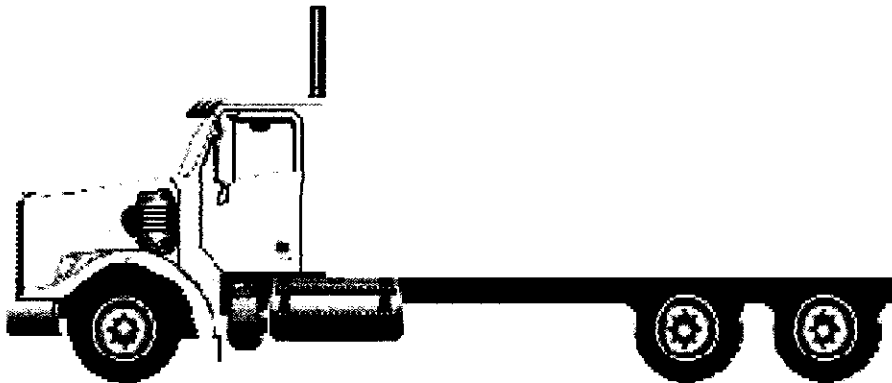
Prepared by:
Kevin Dripps
MCCOY FREIGHTLINER OF
PORTLAND
9622 N.E. VANCOUVER WAY
PORTLAND, OR 97211
Phone: 503-283-0345

A Revised HGAC proposal for
CLACKAMAS COUNTY

Prepared by
MCCOY FREIGHTLINER OF PORTLAND
Kevin Dripps

Jan 30, 2013

2014 Freightliner Coronado SD Chassis Only
Note that this Pricing Does Not Include Body Transfer and
Modifications



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-04R	CORONADO PRL-04R (EFF:07/26/12)		
Data Version			
DRL-021	SPECPRO21 DATA RELEASE VER 021		
Vehicle Configuration			
001-241	CORONADO SD CONVENTIONAL CHASSIS	8,987	7,030
004-214	2014 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK	-10	
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AF	FREIGHTLINER LEVEL III WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
GVWR	RATED MAXIMUM VEHICLE CAPACITY - GVWR : 60000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2V9	DETROIT DD15 TC 14.8L 475 HP @ 1800 RPM, 2000 GOV RPM, 1650 LB/FT @ 1240 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE OR PARK BRAKE ENABLED		
79N-001	PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-005	REMOTE PTO SPEED 1 SETTING - 900 RPM		
80G-001	PTO MINIMUM RPM - 600		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
PMR-998	NO ESCALATOR		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1CP	DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER		



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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1DY	(4) ALLIANCE ABSORBED GLASS MAT MODEL 9A31, GROUP 31, 12 VOLT MAINTENANCE FREE 3700 CCA THREADED STUD BATTERIES	60	20
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB	-70	-25
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
180-1AM	EATON SOLO ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH		
183-008	TORQUE LIMITING CLUTCH BRAKE		
181-001	ZERK FITTING AT CLUTCH RELEASE BEARING		
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	-40	-15
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-002	50 PERCENT DIESEL EXHAUST FLUID FILL		



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Data Code	Description	Weight Front	Weight Rear
23Z-998	NO DIESEL EXHAUST FLUID TANK COVER		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOUT SHIELD		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
120-036	DDC SUPPLIED COOLANT FILTER, ENGINE MOUNTED		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-065	DELCO 12V 39MT+ HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-445	EATON FULLER RTO-16908LL TRANSMISSION	70	20
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Transmission Equipment

347-001	CAST IRON CLUTCH HOUSING		
362-038	CUSTOMER INSTALLED CHELSEA 340 SERIES PTO		
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION		
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN		
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE		



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Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
35T-003	SYNTHETIC TRANSMISSION LUBE		
Front Axle and Equipment			
400-1AC	MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	230	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-004	ROADRANGER SYNTHETIC FE 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-025	20,000# TAPERLEAF FRONT SUSPENSION	150	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-075	RT-40-160P 40,000# R-SERIES TANDEM REAR AXLE		400
421-410	4.10 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	30	30
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES		



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Data Code	Description	Weight Front	Weight Rear
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		40
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1E4	TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION		520
621-055	TUFTRAC STANDARD RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
624-028	56 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		



Prepared for:
 RUSS WEBER
 CLACKAMAS COUNTY
 902 ABERNATHY ROAD
 OREGON CITY, OR 97045
 Phone: 503-722-6324

Prepared by:
 Kevin Dripps
 MCCOY FREIGHTLINER OF
 PORTLAND
 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

Data Code	Description	Weight Front	Weight Rear
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
481-998	NO TRAILER AIR HOSE	-10	
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-001	CHASSIS POWER DISTRIBUTION MODULE (CPDM)		
331-001	SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE		
303-001	7-WAY RECEPTACLE END OF FRAME (IN ADDITION TO STANDARD)	5	5
334-001	ADDITIONAL SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE LOCATED WITH ADDITIONAL PRIMARY RECEPTACLE		
310-998	NO TRAILER ELECTRICAL CABLE	-10	
Wheelbase & Frame			
545-600	6000MM (236 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	770	-70
547-001	1/4 INCH (6MM) C-CHANNEL INNER FRAME REINFORCEMENT	310	400
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-110	440
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 159.62 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 156.62 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 366.12 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 159.62 in		
FSS-0LH	FRAME SPACE LH SIDE : 62.69 in		



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Data Code	Description	Weight Front	Weight Rear
FSS-0RH	FRAME SPACE RH SIDE : 99.72 in		
553-001	SQUARE END OF FRAME		
587-005	PREMIER #270 AIR PINTLE HITCH		30
588-008	TOW HITCH VERTICAL REF: PLUS 5.25 INCH, MEASURED UP FROM THE TOP OF THE LOWER FRAME FLANGE		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-009	5/16 INCH STEEL TOWING CROSSMEMBER AND A-FRAME WITH CLEVIS AND PIN ATTACHMENT - 40,000# CAPACITY	-40	220
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
592-998	NO DECK PLATE	-5	-5
556-033	12 INCH PLAIN ALUMINUM BUMPER	-60	
557-003	CENTER STEP CUTOUT IN BUMPER		
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME		
574-003	SINGLE LICENSE PLATE BRACKET BELOW BUMPER		
585-998	NO MUDFLAP BRACKETS		-15
590-998	NO REAR MUDFLAPS		-15
586-031	FRONT CAB MOUNTED MUDFLAPS AND HOOD MOUNTED SPLASH SHIELDS		
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
Fifth Wheel			
578-998	NO FIFTH WHEEL	-30	-480
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH		
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD	30	-30
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1F1	DAVCO 482 FUEL/WATER SEPARATOR	10	



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Data Code	Description	Weight Front	Weight Rear
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	
094-0DH	MICHELIN XDE M/S 11R22.5 14 PLY RADIAL REAR TIRES		56
529-998	TIRE QTY - PUSHER AXLE: 0		
530-998	TIRE QTY - TAG AXLE: 0		
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS	50	
450-018	CONMET PRE-SET BEARING ALUMINUM REAR HUBS		
Wheels			
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-24	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-264
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
Cab Exterior			
829-057	122 INCH BBC ALUMINUM CONVENTIONAL CAB		
653-004	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-042	RH EXHAUST MOUNTED EXTERIOR GRAB HANDLE AND LH AND RH INTERIOR GRAB HANDLES		
645-003	BRIGHT FINISH BEZEL WITH STYLIZED TILT HANDLE		
646-006	STAINLESS STEEL GRILLE		
65X-003	CHROMED HOOD MOUNTED AIR INTAKE GRILLE		
644-068	FIBERGLASS HOOD WITH REINFORCED FENDERS		



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Data Code	Description	Weight Front	Weight Rear
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION		
727-067	DUAL 29 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-1A1	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1014		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-005	DUAL AMBER ELECTRONIC STROBE LIGHTS WITH STAINLESS STEEL BRACKETS	20	
312-050	HALOGEN COMPOSITE HEADLAMPS		
302-046	LED CHROME BULLET MARKER LIGHTS	5	
314-006	CUSTOMER FURNISHED ROADLAMPS - WIRING, SWITCH AND BRACKETS (IF APPLICABLE) ONLY		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-1AD	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS LH AT BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-1DT	DUAL BRIGHT FINISH HEATED AERODYNAMIC MIRRORS WITH INTEGRAL CONVEX, LIGHTS AND DUAL AXIS LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	19	
768-032	20X36 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior



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Data Code	Description	Weight Front	Weight Rear
707-1BP	OASIS TAN CHAPARRAL VINYL INTERIOR		
70K-001	CLASSIC SLATE GRAY HARD TRIM		
706-047	LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE		
708-047	RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE		
772-022	CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION		
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-006	FORWARD ROOF MOUNTED CONSOLE WITH DOORS RH AND LH		
693-025	LH AND RH DOOR MAP POCKETS		
741-019	COAT HOOK(S) IN CAB		
742-030	(3) CUP HOLDERS, LH, CENTER AND RH DASH		
680-024	AGATE/SLATE GRAY WING DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL		
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-028	EXTREME CLIMATE THERMAL CAB AND SLEEPER INSULATION	30	30
285-002	MANUAL RESET CIRCUIT BREAKERS		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1A4	DOOR ACTIVATED DOME/RED MAP LIGHTS LH AND RH OVERHEAD, COURTESY LIGHTS IN EACH DOOR, UPPER REAR DOME LIGHT AND FOOT WELL LIGHTS LH AND RH WITH DASH SWITCHES		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	



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Data Code	Description	Weight Front	Weight Rear
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT	40	15
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
758-033	VINYL WITH CLOTH INSERT DRIVER SEAT		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

870-001	BLACK GAUGE BEZELS		
732-046	BANDON DRIFTWOOD DRIVER INSTRUMENT PANEL		
734-046	BANDON DRIFTWOOD CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
838-001	(1) SINGLE BRAKE APPLICATION AIR GAUGE		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-037	ICU4 1X7 ODOMETER DISPLAY WITH WHITE FACE GAUGES, DIAGNOSTICS, 16 WARNING LAMPS AND DATA LINKED		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		



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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
866-001	DUAL REAR AXLE TEMPERATURE GAUGES FOR TANDEM AXLES		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-001	ENGINE OIL TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-001	FREIGHTLINER DASH MOUNTED PTO CONTROL WITH INDICATOR LIGHT	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1A0	AM/FM/WB RADIO WITH CD PLAYER AND FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-004	30 INCH DUAL POST SIDE MOUNT AM/FM ANTENNA MOUNTED ON LH SIDE		
748-006	POWER AND GROUND WIRING PROVISION		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION WITH FACE PLATE		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1B4	DETROIT VIRTUAL TECHNICIAN REMOTE ENGINE DIAGNOSTICS		
81X-001	2 YEAR SERVICE CONTRACT INCLUDED WITH VIRTUAL TECHNICIAN		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		



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Data Code	Description	Weight Front	Weight Rear
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-005	GROTE TURN SIGNAL SWITCH WITH DIMMER		
298-045	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION

Secondary Factory Options

998-032 CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

Weight Front	Weight Rear	Total Weight
--------------	-------------	--------------



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Factory Weight ⁺	10885 lbs	8460 lbs	19345 lbs
<hr/>			
Total Weight ⁺	10885 lbs	8460 lbs	19345 lbs

Extended Warranty

WAI-3MP EW3: DD15TC GHG14. \$0 DEDUCTIBLE. 7 YR/250K MILE. FULL
COVERAGE LESS ATS. SEE DDCSN.

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.



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Q U O T A T I O N

CORONADO SD CONVENTIONAL CHASSIS	
SET BACK AXLE - TRUCK	122 INCH BBC ALUMINUM CONVENTIONAL CAB
DETROIT DD15 TC 14.8L 475 HP @ 1800 RPM, 2000 GOV RPM, 1650 LB/FT @ 1240 RPM	6000MM (236 INCH) WHEELBASE NO FIFTH WHEEL
EATON FULLER RTO-16908LL TRANSMISSION	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
RT-40-160P 40,000# R-SERIES TANDEM REAR AXLE	2550MM (100 INCH) REAR FRAME OVERHANG
TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION	1/4 INCH (6MM) C-CHANNEL INNER FRAME REINFORCEMENT
MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	
20,000# TAPERLEAF FRONT SUSPENSION	

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	119,457 \$	119,457
EXTENDED WARRANTY		\$	5,552 \$	5,552
DEALER INSTALLED OPTIONS		\$	0 \$	0
CUSTOMER PRICE BEFORE TAX		\$	125,009 \$	125,009

TAXES AND FEES				
TAXES AND FEES	\$	0 \$	\$	0
OTHER CHARGES	\$	0 \$	\$	0

TRADE-IN				
TRADE-IN ALLOWANCE	\$	(0) \$	\$	(0)
BALANCE DUE	(LOCAL CURRENCY) \$	125,009 \$	\$	125,009

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

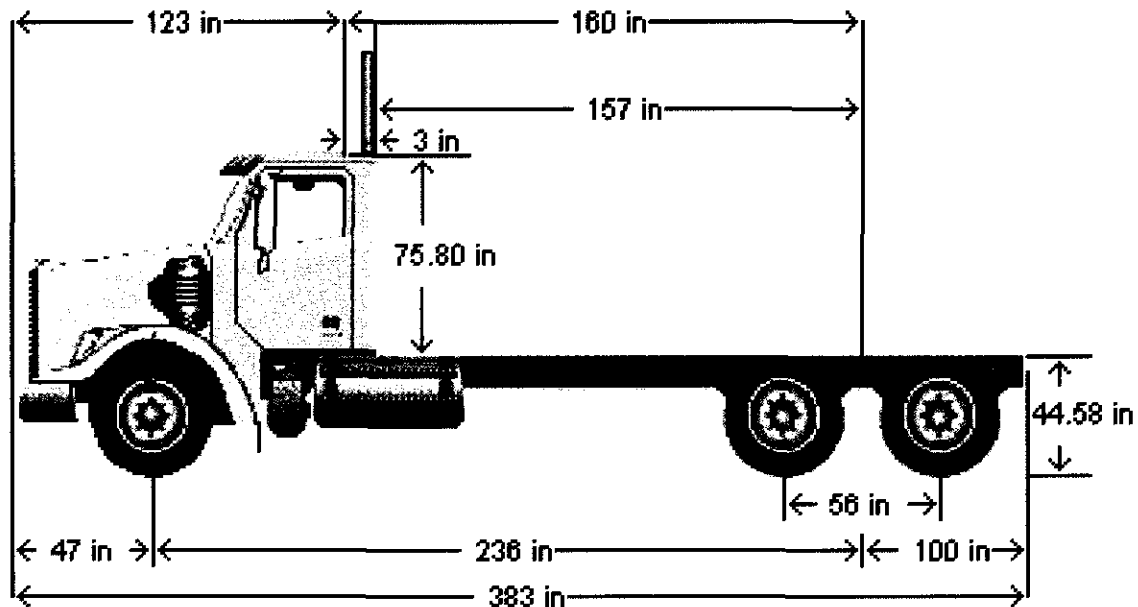
Customer: X _____ Date: ___ / ___ / ___.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	122SBA
Wheelbase (545)	6000MM (236 INCH) WHEELBASE
Rear Frame Overhang (552)	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	122 INCH BBC ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB



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Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
 WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	123.4
Bumper to Centerline of Front Axle (BA)	47.0
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	159.8
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	158.8
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.3
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	259.8
Cab Height (CH)	75.8
Wheelbase (WB)	236.0
Frame Overhang (OH)	100.0
Overall Length (OAL)	383.0
Rear Axle Spacing	56.0
Unladen Frame Height at Centerline of Rear Axle	44.8

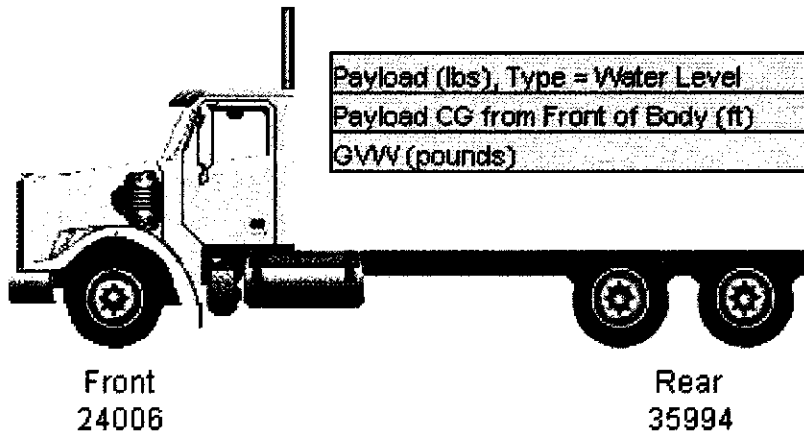
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	122SBA
Cab Size (829).....	122 INCH BBC ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	20000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	40000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	60000
Expected GCW (lbs).....	80000.0
Wheelbase (545).....	.6000MM (236 INCH) WHEELBASE
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	76.378
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	79.378
Truck Configuration (AA3).....	END DUMP BODY
Body Length (ft).....	14.0
Body Weight (lbs).....	4300.0
Body Horiz CG from Body Front (ft).....	5.9
Body Front to Rear Axle(s) CL (ft).....	13.05
Driver Weight (lbs).....	200.0



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 MCCOY FREIGHTLINER OF
 PORTLAND
 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

Driver Horizontal CG from Front Axle (in)..... 58.85
 Left-Hand Fuel Tank (204)..... 100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
 Left Fuel Tank Horizontal CG (in)..... 78.356
 Right-Hand Fuel Tank (206) NO RH FUEL TANK
 Right Fuel Tank Horizontal CG (in) 0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	10985	9480	19345
Fuel / Oil	539	299	838
Driver	150	50	200
Dealer Installed Options	0	0	0
Accessories	0	0	0
Body	1554	2738	4300
Truck Tare Weight	13138	11545	24683
Payload	10988	24449	35317
Calculated Axle Loads	24006	35994	60000
Expected Axle Loads / GVW	20000	40000	60000
GAWR / GVWR	20000	40000	60000
Payload CG From Front of Body		7 feet	
Payload CG From Front Axle		13.6 feet	
Payload Distribution		Water Level	
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



BEGAN TANK TRUCK

7605 NE 21st Avenue
Portland, OR 97211

Tel (503) 286-3731 FAX (503) 286-3447

DOT Registration Number: CT-0875
National Board "R" Stamp Number: R-4103

Estimate

Name / Address
CLACKAMAS CO.

Date	Estimate #
1/30/2013	2400

Rep	FOB	Project	Truck #	Trailer #
RES	BEGAN TT		BLOWER TRK	

Description	Qty	U/M	Cost	Total
REMOVE CARGO TANK FROM CUSTOMER TRUCK. REMOVE PLUMBING, LIGHTING, AND PREP FOR RE-CHASSIS ON NEW CUSTOMER SUPPLIED TRUCK	12		87.50	1,050.00
PREP FOR TANK WASH	1		87.50	87.50
TANK TRUCK WASH OUT	1		250.00	250.00
SUPPLY AND INSTALL NEW BLOWER AND STAINLESS STEEL ACCESSORIES TO CUSTOMERS TRUCK. SUPPLY AND INSTALL STAINLESS STEEL PLUMBING COMPLETE WITH AIR OPERATED KNIFE VALVES AT PRESSURE SIDE AND REAR HEAD DISCHARGE.	75		87.50	6,562.50
GARDNER DENVER CDL12 BLOWER KIT (STAINLESS STEEL ACCESSORIES)	1		11,875.00	11,875.00
HEAVY DUTY PTO	1		1,072.50	1,072.50
1310 DRIVE LINE	1		487.50	487.50
4" SS AIR OPERATED KNIFE VALVE	1		1,863.86	1,863.86
6" SS AIR OPERATED KNIFE VALVE	1		2,055.16	2,055.16
3" SCH10 304 SS PIPE	40	ft	22.672	906.88
6" SCH10 304 SS PIPE	20		28.60	572.00
MISC PRODUCT PLUMBING SS	1		1,560.00	1,560.00
INSTALL CUSTOMERS CARGO TANK WITH MODIFICATION OF TANK MOUNTS. SUPPLY STAINLESS STEEL LED LIGHT BOXES FOR REAR OF CHASSIS AND INSTALL. SUPPLY AND INSTALL NEW ACCESS LATTER FOR REAR OF TANK.	45		87.50	3,937.50
STAINLESS STEEL LIGHT BOXES	2		153.40	306.80
STAINLESS STEEL LADDER	1		715.00	715.00
WIRING & ASSC.	1		130.00	130.00
LED LIGHTING (STT & MARKER)	1		260.00	260.00
INSTALL HITCH PLATE AND HITCH (CUSTOMER SUPPLIED) WITH SAFETY HOOKS.	10		87.50	875.00
TOW HOOKS, PAIR	1	ea	81.69	81.69

Total

Phone #	Fax #	E-mail
503.286.3731	503.286.3447	bob.berry@begantanktruck.com

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Estimate

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CLACKAMAS CO.

Date	Estimate #
1/30/2013	2400

Rep	FOB	Project	Truck #	Trailer #
RES	BEGAN TT		BLOWER TRK	

Description	Qty	U/M	Cost	Total
SUPPLY AND INSTALL FULL TANDEM DUAL RADIUS SS FENDERS	8		87.50	700.00
SS FULL TANDEM FENDERS	2		826.80	1,653.60
MISC SHOP SUPPLIES	152		2.50	380.00
ALL INBOUND FRT TO BE BILLED ON FINAL INVOICE AT COST.				
IT MAYBE NECESSARY TO MOVE OR MODIFY EQUIPMENT TO COMPLETE THIS JOB. IF EXCESS TIME OR MATERIAL IS NEEDED TO COMPLETE THIS JOB, CONTACT WILL BE MADE WITH THE CUSTOMER.				
ALL ESTIMATES OVER 10,000.00 REQUIRE A 35% DOWN UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. DUE TO THE SIZE AND SCOPE OF THIS JOB, A MEETING IS RECOMMENDED ONCE ALL EQUIPMENT HAS BEEN SEEN.				

Total \$37,382.49

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