CLACKAMAS
COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Thursday, June 14, 2012 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-43

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. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

1 1. Second Reading of Ordinance No. 05-2012 Amending Certain Sections of the Ordinance of the Tri-City Service District Relating to Industrial Pretreatment (Chris Storey, County Counsel) *first reading was June 7, 2012*

2 2. Resolution No. _____ Approving a Supplemental Budget (Great than 10%) for Clackamas County Fiscal Year 2011-2012 (Diane Padilla, Budget Manager)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

3 1. Approval of an Agency Service Contract with Clackamas County Children's Commission, Inc. for Healthy Start~Healthy Families Program Services and the BabyLink Program - CYF

4 2. Approval of an Agency Service Contract with the Children's Center for Child Abuse Assessment Program Services - CYF

5 3. Approval of Revenue Contract with Ride Connection, Inc. to Provide Oregon Transportation Network Funds for Expanded Service Rides and Out-of-District Rides Provided by Members of the Clackamas County Transportation Consortium - SS

6 4. Approval of a Contract Renewal with Resource Connections of Oregon for Fiscal Intermediary Services for Persons with Developmental Disabilities - SS

7 5. Approval of a Construction Agreement between the Community Development Division and Eagle-Elsner, Inc. for the Kennel Avenue Street improvements Project in the City of Molalla - CD

8 6. Approval of a Medicaid Group Provider Agreement with FamilyCare, Inc. for Primary Care Services - CH

9 7. Approval of a Medicare Advantage Group Provider Agreement with FamilyCare, Inc. for Primary Care Services - CH

B. <u>Department of Transportation & Development</u>

10 1. Board Order No. _____ Approval to Begin the Legalization Process of Megan Avenue as Used and Traveled in Clackamas County

11 2. Execution of an Intergovernmental Agreement for the Transfer of the Road Authority for Portions of Pilkington Road and McEwan Road Outside its City Limits for the City of Lake Oswego

C. <u>Finance Department</u>

12 1. Resolution No. _____ Approving a Supplemental Budget (Less than 10%) for Clackamas County Fiscal Year 2011-2012

13 2. Resolution No. _____ Approval for Budgeting of New Specific Purpose Revenue for Clackamas County Fiscal Year 2011-2012

14 3. Resolution No. _____ Approving the Transfer of Appropriations for Clackamas County Fiscal Year 2011-2012

D. <u>Elected Officials</u>

15 1. Approval of Previous Business Meeting Minutes – BCC

16 2. Approval to Transfer Unclaimed Property (Firearms) from the Clackamas County Sheriff's Office to the Oregon State Police Forensic Lab – CCSO

17 3. Annual Adoption of the Clackamas County Investment Policy - Treasurer

E. <u>Department of Employee Services</u>

18 1. Approval of the Employer Group Contract with Providence Health Plan

19 2. Approval of the Labor Contract between Clackamas County and Clackamas County Peace Officers Association

VI. CLACKAMAS COUNT EXTENSION & 4-H SERVICE DISTRICT

20 1. Resolution No. _____ Approval of Transfer of Appropriations for Clackamas County Extension and 4-H Service District for Fiscal Year 2011-2012

VII. CLACKAMAS COUNTY DEVELOPMENT AGENCY

21 1. Resolution No. _____ Authorizing Transfer of Appropriations for the Clackamas County Development Agency for Fiscal Year 2011-2012

VIII. CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT

22 1. Resolution No. _____ Approving Transfer of Appropriations for the Clackamas County Library Service District for Fiscal Year 2011-2012

IX. WATER ENVIRONMENT SERVICES

23 1. Board Order No. _____ Approval of a Transfer of Appropriations for the Tri-City Service District Fiscal Year 2011-2012

24 2. Board Order No. _____ Approval of a Transfer of Appropriations for Service District No. 1 for Fiscal Year 2011-2012

~End Consent Agenda

CITIZEN COMMUNICATION (Continued if Needed

X. COUNTY ADMINISTRATOR UPDATE

XI. 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/

1

WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 14, 2012

Board of County Commissioners
Clackamas County
Sitting as the Governing Body of
The Tri-City Service District

Members of the Board:

A SECOND READING OF AN ORDINANCE AMENDING
CERTAIN SECTIONS OF THE ORINANCES OF THE
TRI-CITY SERVICE DISTRICT RELATING TO INDUSTRIAL PRETREATMENT

The Tri-City Service District ("District") provides wholesale wastewater treatment services to the cities of Gladstone, Oregon City and West Linn pursuant to a Clean Water Act permit issued by the Environmental Protection Agency and their delegee the Oregon Department of Environmental Quality ("DEQ"). The District's permit had been administratively extended for over a decade and the District's ordinances were kept consistent with the then-active permit.

Last year the District's permit was reviewed and reissued with certain new conditions, including a requirement that the District's ordinances be updated to match current Clean Water Act provisions and related regulations. The primary area of impact relates to industrial pretreatment ("IPT") standards. IPT applies when a business is such a significant contributor of wastewater to the system, either by volume or loading, that they are required to conduct some level of treatment at the business site prior to entry into the conveyance system. An example of this would be a factory or dairy processor. Staff has worked with DEQ and received sign-off that the proposed amendments are consistent with current requirements. The overall impact of the amendments would be to add flexibility in considering the manner in which the District can have businesses comply with industrial pretreatment requirements, and incorporating the concept of "best management practices" adaptability into IPT.

The proposed amendments are mandatory and failure to adopt them could result in the District being fined by DEQ for permit noncompliance. Attached is a memorandum that summarized the proposed changes and their impact. This ordinance has been reviewed and approved by County Counsel. The first reading of this proposed ordinance was held on June 7, 2012.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioner sitting as the Tri-City Service District Board read the proposed Ordinance by title only and vote to approve adoption of the Ordinance.

Sincerely,

Michael S. Kuenzi
Director, Water Environment Services

For information on this issue or copies of attachments, please contact Chris Storey at 503.742.4623

Ordinance 05-2012 Amending
Certain Sections of the Ordinances of the
Tri-City Service District relating to Industrial Pretreatment

WHEREAS, the Tri-City Service District ("District") provides wholesale wastewater treatment services for the Cities of Gladstone, Oregon City, and West Linn; and

WHEREAS, the District has received a new National Pollution Discharge Elimination Permit under the Clean Water Act ("Permit") for operation of the Tri-City Plant; and

WHEREAS, the Permit requires implementation of certain federal and state environmental regulations and guidance regarding industrial pretreatment operations; and

WHEREAS, the Board of County Commissioners ("Board"), acting as the governing body of the District, is desirous of bringing District ordinances into compliance with the requirements of the Clean Water Act;

NOW, THEREFORE, the Board hereby adopts this ordinance of the District:

The following provisions are added, amended, or deleted as indicated into the ordinances of the District, and impacted provisions are renumbered as required for clarity:

Added:

- Section 2.1 Definitions:

2.1.4 Best Management Practices or BMPs. Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

2.1.44 Local Limits. Specific discharge limits developed and enforced by the District upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

- Section 2.4 Abbreviations:

BMP	Best Management Practices

- Section 3.2.4 Local Limits Development

The District is authorized to establish Local Limits pursuant to 40 CFR 403.5 to implement the prohibitions listed in Sections 3.1.2 and 3.2.3. The District may also

develop Best Management Practices, by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Sections 3.1.2 and 3.2.3.

- Section 4.2.5:

(l) Requirements for a Slug Control Plan, notification to the District of slug discharges and changes at the Industrial User's facility affecting potential for a slug discharge;
(q) Statement of non-transferability without, at a minimum, prior notification to the District and a provision of a copy of the existing permit to the new owner or operator.

- Section 4.4.3:

The District may authorize an Industrial Discharger subject to a Categorical Pretreatment Standard to forego sampling of a pollutant regulated by a Categorical Pretreatment Standard if the Industrial Discharger has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial Discharger. This authorization is subject to the conditions outlined in 40 CFR 403.12(e)(2)(i-vii).

- Section 11.5.1 Base Penalty Matrix:

The magnitude of the violation is major if the District finds that the violation had a significant adverse impact on human health or the environment. In making this finding, the District will consider all reasonably available information, including, but not limited to: the degree of deviation from applicable statutes or commission and District rules, standards, permits or orders; the extent of actual effects of the violation; the concentration, volume, or toxicity of the materials involved; and the duration of the violation. In making this finding, the District may consider any single factor to be conclusive.

The magnitude of the violation is minor if the District finds that the violation had no more than a de minimis adverse impact on human health or the environment, and posed no more than a de minimis threat to human health or other environmental receptors. In making this finding, the District will consider all reasonably available information including, but not limited to: the degree of deviation from applicable statutes or commission and District rules, standards, permits or orders; the extent of actual or threatened effects of the violation; the concentration, volume, or toxicity of the materials involved; and the duration of the violation. In making this finding, the District may consider any single factor to be conclusive.

Amended:

- 0.7 CHANGE IN PERMITTED DISCHARGE

It shall be the responsibility of every Industrial User to ~~promptly~~ immediately report to the District...

Deleted:

Section 4.5.2 Sampling:
~~Samples that are taken by the District for the purposes of determining compliance with the requirements of this Ordinance shall be split with the Discharger (or a duplicate sample provided in the instance of fats, oils, and greases) if requested before or at the time of sampling.~~

DATED this 14th day of June 2012

BOARD OF COUNTY COMMISSIONERS
AS THE GOVERNING BODY OF THE
TRI-CITY SERVICE DISTRICT

_____
Chair

_____
Recording Secretary

2

CLACKAMAS
COUNTY

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County for a Supplemental Budget
(Greater Than Ten Percent) for Fiscal Year 2011-2012

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

The **Emergency Management Fund** is recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

The **Happy Valley/Clackamas Joint Transportation SDC Fund** is recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

The **Children, Youth and Families Fund** is decreasing its budget to recognize reduction in several state commission grant programs.

The **Records Management Fund** is transferring from materials and services to capital outlay to purchase a replacement scanner.

The effect of this Resolution is an increase in appropriations of $563,359 including new revenues as detailed below:

Federal Operating Grants	$ 274,735.
State Operating Grants	288,624.
Total Recommended	$ 563,359.

RECOMMENDATION:

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

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments please contact Diane Padilla at 503 742-5425

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS GREATER THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR FISCAL YEAR 2011-12	}	Resolution No._____

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

WHEREAS, a supplemental budget for the period of July 1, 2011 through June 30, 2012, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 14, 2012.

WHEREAS; the funds being adjusted are:

. Emergency Management Fund
. Happy Valley/Clackamas Joint Transportation SDC Fund
. Children, Youth and Families Fund
. Records Management Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 14, 2012

Recommended items by revenue source:

Federal Operating Grants	$ 274,735.
State Operating Grants	288,624.
Total Recommended	$ 563,359.

EMERGENCY MANAGEMENT FUND

Revenues:	
Federal Operating Grants	$ 282,500.
Total Revenues	$ 282,500.
Expenses:	
Materials & Services	$ (317,500.)
Capital Outlay	600,000.
Total Expenses	$ 282,500.

Recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND

Revenues:	
State Operating Grants	$ 613,014.
Total Revenues	$ 613,014.
Expenses:	
Interfund Transfer	$ 613,014.
Total Expenses	$ 613,014.

Recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues	
Federal Operating Grants	$ (7,765.)
State Operation Grants	$ (324,390.)
Total Revenues	$ (332,155.)
Expenses:	
Materials & Services	$ (332,155.)
Total Expenses	$ (332,155.)

Decreasing its budget to recognize reduction in several state commission grant programs.

RECORDS MANAGMENT FUND

Expenses:	
Materials & Services	$ (7000.)
Capital Outlay	7,000.
Total Expenses	$ 0.

Transferring from materials and services to capital outlay to purchase a replacement scanner.

Health, Housing & Human Services
CLACKAMAS COUNTY

3

COPY

Cindy Becker, *Director*

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
Clackamas County Children's Commission, Inc.
for Healthy Start~Healthy Families Program Services and the BabyLink program

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Services Contract with Clackamas County Children's Commission Inc. for Healthy Start~Healthy Families home visiting services and BabyLink services throughout Clackamas County. Services to be provided under this contract include:

- *Screening and resources for all first birth families in Clackamas County;*
- *Intensive home visiting services to eligible high risk first birth families;*
- *10+ Community Playgroups throughout Clackamas County*
- *BabyLink program*

Total amount of this agreement is $578,834. Funds are budgeted in the Healthy Start~Healthy Families grant stream for fiscal year 2012-2013 to cover this agreement. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

Recommendation:

We recommend the approval of this contract and 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 Deanna Mulder at (503) 650-5675
Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY12-13)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and **"Clackamas County Children's Commission, Inc."** hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Provide **"Healthy Start~Healthy Families intensive home visiting services to a minimum of 216 families (120 Family Service Units) and BabyLink referrals to a minimum of 300 parents/providers."** services as described in Work Plan Exhibit 1 attached hereto.

B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2013.

II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of $ **"578,834"**.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

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

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

B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.

D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

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

B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than $1 Million per occurrence/$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1 Million.

3. Professional Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

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

4. Additional Insurance Provision

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

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

   The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

   AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

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

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

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

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

   1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

   2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

   3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.

   4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or

   5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section

10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:

   (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.

   (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.

   (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

   (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 each policy limit.

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

F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.

I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work, Performance Standards, and Work Plan
Exhibit 2 Reporting Requirements
Exhibit 3 Budget

AGENCY

Sue Elder
By

SUE ELDER
Name (Typed)

EXECUTIVE DIRECTOR
Title

5-23-12
Date

16518 SE RIVER RD
Street Address

MILWAUKIE, OR 97267
City/Zip

503-675-4565
Phone Number

93-0624672
TIN, FIN or S.S.#

CLACKAMAS COUNTY
Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date

Rodney A. Cook
Rodney A. Cook, Director
Children, Youth & Families Division

5/31/12
Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.

II. Performance Standards:

1. **Community Based, Holistic Approach**
   - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
   - AGENCY programs and services shall have ongoing community investment and involvement.

2. **Family-Centered Programs**
   - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
   - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.

3. **Establish/Maintain Effective Partnerships**
   - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
   - AGENCY shall develop and promote continuous communications with similar organizations.

4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
   - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.

5. **Implement Research Based Accountability**
   - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
   - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

     1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012
     2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013
     3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013
     4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013

6. **Reflect and Incorporate Diversity**
   - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.

7. **Internal Controls**
   - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2012.

8. **Funder Recognition**
   - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**
   - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

10. **Use of Grant Funds**
    - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**
    - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:

      i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

      ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.

2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.

3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or

B. Contract amendment suitable to both the COUNTY and AGENCY.

C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall

give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under $25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than $5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

   Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.

3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

   ADJUSTMENTS

   AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

   Major budget adjustments are defined as:

   - those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
   - those changes that exceed 10% within a major budget category.

   Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

   The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

   BALANCES

   The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

CLACKAMAS COUNTY CHILDREN'S COMMISSION
HEALTHY START BUDGET DETAIL 7/1/12 - 6/30/13

PERSONNEL/FRINGE BENEFITS & TAXES

EMPLOYEE NAME	JOB TITLE	RATE	TOTAL CCCC FTE	HEALTHY START FTE	TOTAL WAGES	MED/DENT INS	LIFE/DIS INS	SS/MC TAX	WKRS COMP INS	SUI	RETIREMENT	TOTAL
PROGRAM PERSONNEL												
CASTILLA, Elena	FSW	15.91	0.975	0.975	31,413.80	5,640.00	143.96	2,403.16	628.28	1,225.14	2,513.10	43,967.45
DARR, Karen	Comm Outreach/Data entry	17.20	0.925	0.925	32,219.75	2,450.00	147.68	2,464.81	644.40	1,256.57	2,577.58	41,760.79
JECK, Ellen	FSW	15.61	0.975	0.975	30,823.18	5,640.00	141.41	2,357.97	616.46	1,202.10	2,465.85	43,246.97
HUDLESTON, Ashley	FSW	15.14	0.9	0.9	27,594.87	2,350.00	126.55	2,111.01	551.90	1,076.20	-	33,810.53
RUIZ, Carmina	FSW	15.61	0.975	0.975	30,823.18	10,800.00	141.41	2,357.97	616.46	1,202.10	2,465.85	48,406.97
SNYDER, Stacey	FSW	16.38	0.9	0.9	29,854.66	5,640.00	137.00	2,283.88	597.09	1,164.33	2,388.37	42,065.33
BRIGHT, Jonielle	FSW	14.42	0.9	0.9	26,475.12	5,640.00	120.51	2,025.35	529.50	1,032.53	-	35,823.01
BIGSBY, Jessa	FSW	14.42	0.9	0.9	26,475.12	5,640.00	120.51	2,025.35	529.50	1,032.53	-	35,823.01
LUKENS, D	Comm Outreach/Data entry	17.20	0.7	0.7	27,354.67	4,500.00	127.71	2,092.63	547.09	1,066.83	2,188.37	37,877.30
OSBORNE, TESSA	Healthy Start Supervisor	22.86	0.85	0.85	39,350.17	5,640.00	180.42	3,010.29	787.00	1,534.66	2,917.08	53,419.62
KERSENS, BETH	Healthy Start Supervisor	22.86	0.75	0.75	34,720.74	5,640.00	159.29	2,656.14	694.41	1,354.11	2,777.66	48,002.35
					337,105.26	59,580.00	1,546.45	25,788.56	6,742.09	13,147.10	20,293.88	464,203.34
ADMIN PERSONNEL - MATCH												
ELDER, SUSAN E	EXECUTIVE DIRECTOR			0.02	1,587.88	159.60	9.79	121.47	31.76	61.93	127.03	2,099.46
COMBEST, KATLIN	ERSEA & IT MANAGER			0.05	2,106.61	315.00	10.88	161.16	42.13	82.16	168.53	2,886.47
WALEN, STACIE	ACCTG PAYROLL MGR			0.02	1,032.51	216.00	6.36	78.99	20.65	40.27	82.60	1,477.38
(VACANT)	GRANTS SPECIALIST			0.02	580.49	216.00	3.90	44.41	11.61	22.64	42.05	921.10
CLARKE, CANDACE	FINANCE DIRECTOR			0.02	1,381.12	118.80	8.51	105.66	27.62	53.86	110.49	1,806.06
LOWLES, WENDY	HR SPECIALIST			0.02	456.40	112.80	3.06	34.91	9.13	17.80	36.51	670.61
(VACANT)	HR DIRECTOR			0.02	745.50	216.00	4.63	57.03	14.91	29.07	59.64	1,126.78
					7,890.51	1,354.20	47.13	603.63	157.81	307.73	626.85	10,987.86
PROGRAM PERSONNEL - MATCH												
ROSARIO, ISMAEL	CENTER MANAGER			0.03	1,524.34	169.20	10.06	3.50	0.91	1.78	121.95	1,831.74
(VACANT)	SITE COORDINATOR			0.03	391.43	-	2.64	0.90	0.23	0.46	-	395.66
					1,915.77	169.20	12.70	4.40	1.14	2.24	121.95	2,227.40
					346,911.54	61,103.40	1,606.28	26,396.59	6,901.04	13,457.07	21,042.68	477,418.60

Volunteer hours: estimated 900 hours X $18/hour

TRAVEL — Mileage estimated 50,000 miles calculated at 0.50 per mile totaling $25,000

SUPPLIES — *Office/Computer & Miscellaneous Program Supplies*

TRAINING — Professional training for staff development

CONSULTANTS/CONTRACTS — Volunteer Connection contracted services

Health, Housing & Human Services
CLACKAMAS COUNTY

4

Cindy Becker, *Director*

COPY

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Children's Center for Child Abuse Assessment Program Services

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with the Children's Center for child abuse assessments. Services to be provided under this contract include complete physical examinations to determine possible abuse and/or the need for further treatment, and videotaped interviews of children that provide assistance to the medical diagnosis and treatment recommendations.

Total amount of this agreement is $202,000. Funds are budgeted in the County General Fund grant stream for fiscal year 2012-2013 to cover this agreement. All of this contract will be funded by County General Funds. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

Recommendation:

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

Respectfully submitted,

for CB

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Deanna Mulder at (503) 650-5675
Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY12-13)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Children's Center hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract (See attached work plan):

1. Respond to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
2. Provide 500 child abuse assessments, 84 of which will be funded through these contracted county funds. These assessments will include a complete physical examinations to determine possible abuse and/or the need for further treatment. Provide videotaped interviews of children reporting abuse; interviews to be conducted under the supervision of a medical professional by a professional by a professional with an appropriate degree and training. The child's interview should provide assistance to the medical diagnosis and treatment recommendations.
3. Ensure that Children's Center medical professionals and staff will be available with the appropriate subpoena and notification to appear in Clackamas County judicial proceedings.
4. Payment for court appearances and consultations by Children's Center staff are not included in this contract agreement.

B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2013.

II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of $202,000.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until

the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

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

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

B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.

D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

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

B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

damage on an "occurrence" form in the amount of not less than $1 Million per occurrence/$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1 Million.

3. Professional Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

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

4. Additional Insurance Provision

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

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

   As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

   The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

   AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

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

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

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

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

   1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

   2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

   3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.

   4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or

   5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its

terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

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

1. AGENCY shall:

   (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.

   (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.

   (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

   (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 each policy limit.

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

F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.

I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work, Performance Standards, and Work Plan
Exhibit 2 Reporting Requirements
Exhibit 3 Budget

AGENCY The Children's Center

By

Mark E Young
Name (Typed)

Interim Executive Director
Title

5/31/12
Date

1713 Penn Lane
Street Address

Oregon City 97045
City/Zip

503-655-7725
Phone Number

75-3027143
TIN, FIN or S.S.#

CLACKAMAS COUNTY
Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date

Rodney A. Cook, Director
Children, Youth & Families Division

5/31/12
Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.

II. Performance Standards:

1. **Community Based, Holistic Approach**
   - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
   - AGENCY programs and services shall have ongoing community investment and involvement.

2. **Family-Centered Programs**
   - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
   - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.

3. ***Establish/Maintain Effective Partnerships***
   - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
   - AGENCY shall develop and promote continuous communications with similar organizations.

4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
   - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.

5. **Implement Research Based Accountability**
   - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
   - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

     1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012
     2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013
     3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013
     4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013

6. **Reflect and Incorporate Diversity**
   - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.

7. **Internal Controls**
   - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2012.

8. **Funder Recognition**
   - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**
   - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

10. **Use of Grant Funds**
    - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**
    - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:

      i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

      ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.

2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.

3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options**:

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or

B. Contract amendment suitable to both the COUNTY and AGENCY.

C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- ☐ Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written

notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under $25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than $5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

   Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.

3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

   ADJUSTMENTS

   AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

   Major budget adjustments are defined as:

   - those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
   - those changes that exceed 10% within a major budget category.

   Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

   The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

   BALANCES

   The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

5

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

June 14, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Revenue Contract with Ride Connection, Inc. to provide Oregon Transportation Network Funds for Expanded Service Rides and Out-of-District Rides Provided by Members of the Clackamas County Transportation Consortium

The Social Services Division of the Health, Housing, & Human Services Department requests the approval of Revenue Contract number 12-0812CCSSD with Ride Connection, Inc. to provide pass through Oregon Transportation Network funds for expanded service rides and Out-of-District rides provided by members of the Clackamas County Transportation Consortium. This contract will provide funding to reimburse members of the Clackamas County Transportation Consortium for year 13 of expanded transportation services they provide for Clackamas County seniors and persons with disabilities during fiscal year 2012-13 and continue funding to those providers outside the TriMet district.

In October 2011, Clackamas County Social Services Division, for the Clackamas County Transportation Consortium, submitted a grant application, through Ride Connection, Inc., to the Oregon Transportation Commission and Oregon Department of Transportation for a thirteenth year of Special Transportation Formula (STF) funding. This contract is a result of successful grant applications and will provide for the 13th year of expanded door-to-door transportation services for seniors or persons with disabilities who have been un-served or underserved, primarily for medical appointments, personal business, and/or grocery shopping. This service will be provided by members of the Clackamas County Transportation Consortium (CCTC) in Contractor vans or buses, private vehicles of volunteers, or by subcontracts with taxi companies. This is the seventh year that the Clackamas County Transportation Consortium has submitted the grant application, through Ride Connection, Inc., for the Out-of-District funding. We have received these funds in the past as pass through funding.

The goal in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services enable them to live independently in their own homes for as long as possible.

This Contract is for $412,184; $153,071 for Out-of-district services and $259,113 for Expanded Service. No County General Funds are involved. The contract was approved by County Council on May 18, 2012. This contract is effective January 27, 2012 and continues through June 30, 2013. Ride Connection, Inc., as initiator of this contract, chose to sign after obtaining contract approval and signature from Clackamas County.

Recommendation:

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

Respectfully submitted,

Cindy Becker
Director

RIDE CONNECTION, INC.-
PROFESSIONAL SERVICES CONTRACT
FOR STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION FORMULA (STF) FUNDS

Contract No. 12-0803CTC

This contract is by and between RIDE CONNECTION, Inc., an Oregon nonprofit corporation (hereinafter "RIDE CONNECTION") and Clackamas County Department of Human Services, (hereinafter "Contractor").

1) STF REQUIREMENTS

RIDE CONNECTION and Contractor have submitted an operating proposal grant application for Special Transportation Formula Funds (STF). Contractor's proposal is attached and incorporated herein as Exhibit "E1." Contractor's proposal has been approved by the Oregon Transportation Commission and Oregon Department of Transportation for the purposes described in ORS 391.830 (4).

RIDE CONNECTION is required to enter into a written agreement with Contractor for the transportation services set forth in Contractor's operating proposal grant application. RIDE CONNECTION and Contractor enter into this contract for the purpose of accomplishing the service (s) described in Exhibit "E1."

a) Contractor agrees to provide the service and activities described in its operating proposal grant application in accordance with the terms of this Contract, with ORS 391.800 through 391.830, and OAR Chapter 732 Divisions 5 and 10, as may be amended, the Section's requirements, and Administrative Rules.
b) Contractor agrees to specifically address STF moneys in its annual audits. If requested by RIDE CONNECTION or the Tri-County Metropolitan Transportation District of Oregon (TriMet) Contractor shall provide a copy of those audit reports. RIDE CONNECTION or TriMet may request additional information including, but not limited to, audits of specific projects or services.
c) This contract is subject to the terms and conditions of Grant Agreement No. 27588 between TriMet and ODOT for disbursement of STF formula funds, and any subsequent agreement between TriMet and ODOT with respect to disbursement of funds hereunder. Contractor shall comply with all applicable terms and conditions of Grant Agreement No. 27588 with respect to the STF agency's obligations thereunder and specifically the following provisions:
   i) Contractor agrees that all projects and services supported with STF dollars provided through this contract shall comply specifically with the following federal and state laws and regulations, executive orders and ordinances applicable to the work under this Agreement:
      (1) Without limitation, the provisions of ORS 279B.220, 279B225, 279B.230 and 279B.235, which are hereby incorporated by reference.

(2) Title VI of Civil Rights Acts of 1964.
(3) Title V and Section 504 of the Rehabilitation Act of 1973.
(4) 49 CFR Parts 37 and 38 of the Americans with Disabilities Act of 1990.
(5) ORS 659A.142.
(6) All regulations and administrative rules established pursuant to the foregoing laws
(7) 49 CFR 27.9, Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended

ii) That the projects and services shall be in compliance with any other applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health, as applicable;

iii) That STF moneys shall be properly used;

iv) That the projects and services shall be performed in a safe, prudent and timely manner

v) That eligibility requirements applicable to Recipients as set forth in the OAR Chapter 732 shall be maintained throughout the project or services.

2) TERM

The term of this contract shall begin on January 27, 2012 and shall expire on June 30, 2013, unless terminated sooner under the provisions of this contract.

3) SCOPE OF SERVICES

The Contractor shall provide the goods and/or services specified in Exhibit "B1" (THE SCOPE OF SERVICES) "Services", which is attached to, and made a part of, this contract.

4) COMPENSATION

RIDE CONNECTION agrees to pay Contractor a maximum of $342,368 ($99,136 in District and $243,232 Out of District) in STF Formula Funds and $69,816 in STO money for performance of the Services, to be broken down as follows:

STF Formula	
Hoodland Senior Center (out of district):	$30,002
Milwaukie Senior Center (in district):	$28,344
Molalla Adult Community Center (out of district):	$33,134
Sandy Senior Center (out of district):	$35,254
Transportation Reaching People (in district):	$70,792
Transportation Reaching People (out of district):	$17,698
Clackamas Consortium Base Service Out of District:	$127,144

STO	
Hoodland Senior Center:	$6,118

Milwaukie Senior Center:	$5,780
Molalla Adult Community Center :	$6,757
Sandy Senior Center :	$7,189
Transportation Reaching People:	$18,045
Clackamas Consortium:	$25,927

All Contractor invoices shall be sent directly to RIDE CONNECTION and shall contain a reference to the contract number and date services were furnished. Contractor shall receive payment within forty-five (45) days after RIDE CONNECTION's receipt of an approved invoice.

5) CONTRACTOR IS AN INDEPENDENT CONTRACTOR

Contractor shall be an independent Contractor for all purposes under this contract, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform work under this contract, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Contractor shall be entitled to no compensation from RIDE CONNECTION other than the compensation provided for under this contract. Contractor shall have sole control and supervision over the manner in which the Service is performed, subject only to consistency with the terms of this contract, and shall be responsible for determining the appropriate means and manner of executing the Service. Neither Contractor, nor its officers, directors, employees, subcontractors or volunteers, are officers, employees or agents of RIDE CONNECTION or TriMet as those terms are used in ORS 30.265. Neither the Contractor, nor its directors, officers, employees, subcontractors, nor volunteers shall hold themselves out either explicitly or implicitly as officers, employees or agents of RIDE CONNECTION or TriMet for any purpose whatsoever. Nothing in this contract shall be deemed to create a partnership, franchise or joint venture between parties.

6) LIABILITY

Notwithstanding any other agreements, Contractor agrees to defend, hold harmless, and indemnify RIDE CONNECTION, TriMet, and ODOT against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Contractor during its use of the property owned or registered to RIDE CONNECTION or in performance of the Services.

7) INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend, RIDE CONNECTION, its directors, officers, employees, and agents, and TriMet, its directors, officers, employees, and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including administrative costs and reasonable attorneys fees,

for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. RIDE CONNECTION shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

h) Contractor is in default under any provision of this contract. If the default produces serious safety issues, as determined in the sole discretion of RIDE CONNECTION, then RIDE CONNECTION may immediately and without notice obtain possession and control of any RIDE CONNECTION vehicle used by Contractor to provide the Service. For all other defaults, RIDE CONNECTION shall deliver notice of intent to terminate this contract to Contractor, and Contractor shall have within ten (10) days or such longer period as RIDE CONNECTION may authorize to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of RIDE CONNECTION. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by RIDE CONNECTION that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, RIDE CONNECTION may allow Contractor to continue work, or may treat the termination as a termination for convenience.

Any termination of this contract shall not prejudice any rights or obligations accrued to the parties prior to termination.

13) NON-DISCRIMINATION

Contractor certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Contractor receives Special Transportation Funds. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or disability.

Contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and FTA regulations at 49 CFR Parts 37 and 38.

14) JURISDICTION

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

15) INTEGRATION AND MODIFICATION

This contract and the STF application submitted by Contractor in connection herewith contain the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. To the extent this contract and the STF application conflict, the terms of this contract shall govern. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

16) NOTICES AND COMMUNICATIONS

a) All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this contract by RIDE CONNECTION. Notices and other communications may be delivered personally, by telegram, by facsimile, or by regular, certified, or registered mail.

b) A notice to RIDE CONNECTION shall be effective only if it is delivered to RIDE CONNECTION's Executive Director, 847 NE 19th Ave. Suite 200, Portland, OR 97232, or to another individual specifically designated by this contract or by RIDE CONNECTION in a subsequent written notice to Contractor. A notice to Contractor shall be effective if it is delivered to the individual who signed this contract on behalf of the Contractor at the address shown with that signature, or to another individual designated by Contractor in this contract or in a written notice to RIDE CONNECTION.

c) Communications other than notices shall be effective if delivered to a person designated under this paragraph for receipt of notices or to the project manager for the party receiving the communication if that project manager has been designated by this contract or by written notice to the other party

17) INSURANCE

a) During the term of this contract, Contractor, its subcontractors, if any, and all employers working under this agreement shall purchase and maintain any insurance required by this paragraph. Prior to commencement of any Services. Contractor shall furnish to RIDE CONNECTION certificates of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described below. RIDE CONNECTION to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of RIDE CONNECTION to identify a deficiency based on the evidence provided shall not be construed as a waiver of Contractor's obligation to maintiain such insurance. Contractor shall indemnify RIDE CONNECTION and TriMet for any liability or damages that RIDE CONNECTION or TriMet may incur due to Contractor's failure to purchase or maintain any required insurance. Contractor agrees to be responsible for the risk of loss, damage or destruction of RIDE CONNECTION vehicle(s) during the term of this contract and until the vehicle(s) is/are returned to RIDE CONNECTION.

b) Contractor shall pay all premiums and deductibles required to provide the following:
   i) Oregon statutory workers' compensation and $500,000.00 employer's liability coverage.

reasonable notice, access to all books, documents, papers, data and records relating to the transportation system supported in whole or part by the STF, and will allow inspection of the Services supported in whole or part by the STF including, but not limited to, the physical premises and Capital Items used to deliver transportation services. In accordance with the foregoing, Contractor and any organization acting on the Contractor's behalf shall make copies of applicable records available to RIDE CONNECTION, TriMet, the Public Transit Division, or the Secretary of State of the State of Oregon, upon their request.

b) Contractor shall keep complete records pertaining to the requirements and performance of this contract, and shall maintain such records for at least six (6) years after expiration of this contract. The rights of inspection granted under Paragraph 26 (a) shall extend through the retention period. Notwithstanding any provision of this Agreement, records must be retained for six years as provided under this Paragraph 26(b).

c) Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that RIDE CONNECTION, (TriMet), the Public Transit Division, the Secretary of State of the State of Oregon, or their authorized representatives, shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

d) The periods of access and examination described in subparagraphs B and D of this Paragraph for records that relate to (1) disputes between RIDE CONNECTION or TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

e) RIDE CONNECTION or TriMet, or a duly authorized representative of RIDE CONNECTION or TriMet shall at any time during this contract, have access for the purpose of conducting a performance audit, as per Section 4B.13.

26) WITHHOLDING OF FUNDS

RIDE CONNECTION may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs or this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the STF. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Contractor, and shall, upon breach of conditions that require RIDE CONNECTION to return funds to TriMet, hold harmless and indemnify RIDE CONNECTION for an amount equal to the funds required to be repaid plus any additional costs incurred by RIDE CONNECTION.

27) SEVERABILITY

If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are effected.

28) WAIVER AND NONWAIVER

a) A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. RIDE CONNECTION's acceptance of goods or services, or payment under this contract, shall not preclude RIDE CONNECTION from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.
b) The parties agree to waive the principle of contract interpretation that an ambiguity shall be construed against the party that drafted the ambiguous provision.

29) ENVIRONMENTAL VIOLATIONS

For all contracts and subcontracts in excess of $100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329)

30) PARAGRAPH HEADINGS AND OTHER TITLES

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

31) ATTORNEY FEE PROVISION

If suit or action is instituted to enforce any of the terms or provisions of this contract, the prevailing party shall be entitled to its reasonable attorney fees, costs and disbursements.

32) AUTHORITY

The representative signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

33) CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law.

For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners' and Renters' Property Tax Relief Program under ORS 310.630 to 310.690; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Date: _____

By: _____
Robert Ueland, President
Ride Connection, Inc.
847 NE 19th Ave, Suite 200
Portland, OR 97232

Federal Tax Identification Number: 93-6002286
Agency's designated contact is: Stefanie Reid, (
503-655-8330

CLACKAMAS COUNTY
Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas

Signing on Behalf of the Board

_____
Cindy Becker, Director
Health, Housing, and Human Services Dept.

_____
Date

6

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

June 14, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of a Contract Renewal with Resource Connections of Oregon for Fiscal Intermediary Services for Persons with Developmental Disabilities

The Social Services Division of the Health, Housing, & Human Services Department requests the approval of a Contract Renewal with Resource Connections of Oregon for fiscal intermediary services for consumers with developmental disabilities. The Oregon Department of Human Services, Office of Seniors and Persons with Disabilities (DHS – SPD) provides funding for Comprehensive In-Home Support Services for Adults (DD 49), and Long Term Support Services for Children (DD 151). The contractor serves as a fiscal intermediary, handling payment of services and any related payroll taxes concerning services self-determined and selected by the developmentally disabled client.

The total amount of the contract is $750,000. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. The contract is funded with state funds; no County General funds are involved. The contract commences on July 1, 2012 and continues through June 30, 2013.

Recommendation

We recommend the approval of this contract and 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 Brenda Durbin, # 503-655-8641

PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through Health, Housing & Human Services department, Social Services Division, hereinafter called "COUNTY", and **RESOURCE CONNECTIONS OF OREGON**, hereinafter called "CONTRACTOR."

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. CONTRACTOR will act as a fiscal intermediary for one or more individuals with developmental disabilities (the "individual"), by paying payroll, associated payroll taxes, and other fees for services that have been approved under an individual's Family Support Plan or In-Home Comprehensive Support Plan. All services provided, as well as CONTRACTOR and staff in the employment of CONTRACTOR, will comply with all applicable conditions stated in OAR 309-041-1110 through 309-041-1170 and in OAR 309-041-1750 through 309-041-1920. Payments made by CONTRACTOR for services not authorized in the Family Support Plan or In-Home Comprehensive Support Plan, or in amounts that exceed the total authorized in the Family Support Plan or In-Home Comprehensive Support Plan, will be at CONTRACTOR's own expense and will not be reimbursed by COUNTY.

2. In addition to issuing payments for services and for payroll taxes and withholding, CONTRACTOR will maintain all necessary financial and tax records for payments to the providers, and will report to COUNTY on a monthly basis the use of the funds for each individual for the month in which the expenses were incurred. For example, did the funds purchase respite care services, in-home support services, behavioral consultation services, etc. CONTRACTOR will also provide reports of expenditures and taxes to each individual's family on a monthly basis or more frequently if requested. CONTRACTOR will maintain individual folders or binders containing all necessary tax information and records filed with the Internal Revenue Service by CONTRACTOR on behalf of the individual's family. Such folders shall be made available to the individual's family and COUNTY upon request.

3. CONTRACTOR will receive payment from the County in arrears. CONTRACTOR has received a one time advance of funds of $12,500 on the initial agreement, with which to make payments as described in A.1 above, pending payment by COUNTY in arrears. The one time advance will continue to be accounted for on each monthly invoice as described below. Upon termination of this contract, the advance will be refunded to COUNTY by CONTRACTOR or recouped by COUNTY from funds due CONTRACTOR under this contract.

4. CONTRACTOR to submit an invoice to the COUNTY for administrative fees only if services actually occurred. COUNTY will not reimburse CONTRACTOR for monthly administrative fees if no services were rendered.

5. In the event funding is not initially provided or continued by the Department of Human Services – Seniors and People with Disabilities (DHS – SPD) or under the terms of an individual's Family Support Plan or In-Home Comprehensive Support Plan, or if an individual's family no longer wishes to use CONTRACTOR's services, COUNTY will give CONTRACTOR 15 days' notice, at the end of which time CONTRACTOR will submit a bill to COUNTY for outstanding amounts due on behalf of the client, together with an accounting of receipts and expenditures on behalf of the individual since the last quarterly accounting was submitted. In the event that all of the families determine that they no longer wish to use CONTRACTOR's services, this contract may be terminated on 30 days' notice pursuant to the provisions of Section IV.D. In the event of such a termination, CONTRACTOR will return all unused advanced funds to COUNTY,

together with a final billing and an accounting, by individual, of receipts and expenditures since the last monthly accounting was submitted.

6. As part of provision of service, CONTRACTOR shall provide COUNTY with evidence of bonding, in amounts satisfactory to COUNTY, covering CONTRACTOR's employees or agents who handle funds.

7. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

B. Services required under the terms of this contract shall commence on **July 1, 2012**. This contract shall terminate on **June 30, 2013**.

II. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate as follows:

CONTRACTOR shall be paid a fee as described in the fee schedule in Attachment 1 for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month. CONTRACTOR's administrative fee is included in the contract total specified immediately below.

The total payment to CONTRACTOR shall not exceed **$ 750,000**.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

On a monthly basis, CONTRACTOR shall provide COUNTY with an invoice and a summary detailing activity for each individual on whose behalf CONTRACTOR has made payments. Each invoice shall include the names of clients and their respective payees, amounts due to CONTRACTOR on account of payments made on behalf of clients, amounts due as CONTRACTOR's administrative fee, and an accounting of the monthly advance. The invoice shall include written assurance that all amounts withheld and associated employer taxes and fees have been paid to the appropriate recipient and/or taxing authority. Invoices and individual summaries shall be submitted by the end of the month in which payments are made by CONTRACTOR. Invoices and any reports shall be submitted to Clackamas County Social Services, 2051 Kaen Road, Suite 166, Oregon City, Oregon, 97045-4041, ATTENTION: DD Program Administration.

Any funds paid by COUNTY and expended by CONTRACTOR under this contract for purposes not authorized hereunder shall be the responsibility of CONTRACTOR and shall be recoverable by COUNTY from CONTRACTOR. Expenditures of CONTRACTOR may be charged to this contract only if they (1) are incurred to provide services performed as authorized under this contract, (2) conform to applicable state and federal statutes, rules and regulations, and (3) are in payment of an obligation incurred during the contract term.

Recovery of funds will be made from CONTRACTOR in cases of non-performance of services, contract termination or suspension. However, this contract does not act as a limitation on the

authority of COUNTY to pursue legal and administrative remedies pursuant to federal and state statutes, rules and regulations.

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

C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

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

E. Reporting requirements pertaining to the implementation of HB3618: HB3618 provides for Personal Support Workers to be covered by Worker's Compensation Insurance effective 1/1/2011. This coverage is now in effect with SAIF as the insurer. SAIF requires, on a monthly basis, the list of the client/employers who utilize Personal Support Workers' to receive services authorized in their support plans. The action required is to collect the names and other related information to meet the above referenced requirement of HB3618. Reports of gross income for Personal Support Workers shall be reported on a quarterly basis on designated DHS – SPD spreadsheets.

CONTRACTOR shall be required to submit monthly and quarterly reports described in Attachment 2 – HB3618 Reporting Requirements for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month.

III. MANNER OF PERFORMANCE

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

B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.

C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.

D. CONTRACTOR certifies that it is an independent CONTRACTOR and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits claims or

demands attributable in whole or in part to the acts of omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.

B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

☒ Required by COUNTY ☐ Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than $1,000,000 per occurrence/ $2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Liability

☐ Required by COUNTY ☒ Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.

3. Professional Liability

☒ Required by COUNTY ☐ Not required by COUNTY

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

4. Additional Insured Provisions

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6 Insurance Carrier Rating

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by

companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

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

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

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

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.

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

2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:

   a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

   c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.

   d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. CONTRACTOR shall:

   a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.

   b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

   c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

   d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.

3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTORS shall maintain employer's liability insurance with limits or $500,000 each accident, $500,000 disease each employee, and $500,000 each policy limit.

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

F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.

G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.

H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of the following attachment which by this reference is incorporated herein:

Attachment 1	Fee Schedule
Attachment 2	HB3618 Reporting Requirements

RESOURCE CONNECTIONS OF OREGON

By: Beverly Herrin
Beverly Herrin, Executive Director
30 May 2012
Date
3876 Beverly Street NE, Suite G-1
Street Address
Salem, Oregon 97305
City/State/Zip
(503)485-2510 / (503)485-2515
Phone Number / Fax
93-1280907
Contractor's Federal I.D. # or Social Security # if Individual

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Department of Health, Housing and Human Services

Date

Attachment 1

Fee Schedule

The current rate for Fiscal Intermediary services under this contract are:

- Support Plans up to $300/month with 1 provider
  - $37.00/month
  - $50.00/month for semi-monthly
- Support Plans up to $300/month with 2 or more providers
  - $63.00/month
  - $78.00/month for semi-monthly
- Comprehensive In-Home Support with Plans up to $3,000/month and up to 4 providers
  - $63.00/month
  - $78.00/month for semi-monthly
- Comprehensive In-Home Support with Plans over $3,000/month and with 5 or more providers
  - $78.00/month
  - $97.00/month
- Comprehensive In-Home Support with Plans over $3,000/month and multiple vendor payments**
  - $84.00/month
  - $105.00/month for semi-monthly
- New Level – Plans with only one provider
  - $63.00/month (paid monthly or semi-monthly)
- One-time only monthly payment to a vendor
  - $12.50/check

** For those few customers needing payroll draws, checks to insurance companies, and tracking of 24-hour shift schedules, the rate may be negotiated to reflect the additional services.

Attachment 2

HB3618 Reporting Requirements

Below is a table summarizing the required reports and due dates:

DHS - SPD Transmittal	Report Content	Due Date	Ongoing	Recipients of Reports
SPD-AR-11-029	Personal Support Worker Compensation Report	10th of the month following the quarter	Yes - Quarterly	DHS-SPD with a CC: to CDDP
SPD-AR-11-006	Personal Support Worker Customer/Employer - Name List	10th of each month following the reporting month	Yes - Monthly	DHS-SPD with a CC: to CDDP

7

Health, Housing
& Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

June 14, 2012

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

Approval of a Construction Agreement between the Community Development Division and Eagle-Elsner, Inc. for the Kennel Avenue street improvements Project in the City of Molalla

The Community Development Division of Health, Housing and Human Services Department request the approval of a Construction Agreement with Eagle-Elsner, Inc. for the Kennel Avenue street improvements in the City of Molalla. The street is scheduled for grading, curbs and sidewalks as well as install new asphalt overlay on Kennel Avenue. Federal funds and City of Molalla funds are allocated for this low-moderate level income area. This project will greatly improve the existing conditions of this street.

After review of the thirteen (13) bids submitted on April 10, 2012, Eagle-Elsner, Inc. was determined to be the lowest responsive, responsible bidder substantially complying with the requirements of the solicitation documents. Their contract price is $305,312.70

Financial Impact:	City of Molalla - Public Works Department.....	$ 65,312.70
	Community Development Block Grant Funds.....	$240,000.00
	Total Construction Cost:.....	$305,312.70

No County General Fund dollars are involved. The Construction Agreement was reviewed and approved by County Counsel on March 26, 2012.

Recommendation

We recommend approval of this Contract and that Director, Cindy Becker be authorized to sign the Construction Contract on behalf of the Board of County Commissioners.

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Steve Kelly at 503-650-5665

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK BETWEEN OWNER AND CONTRACTOR

OWNER	CONTRACTOR
Clackamas County Community Development Division 2051 Kaen Road, Suite 245 Oregon City, OR 97045	Eagle-Elsner, Inc. PO Box 23294 Tigard, OR 97281

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and Eagle-Elsner, Inc.(hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2008, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of 630 lf of road construction consisting of grading and placement of asphalt section over existing roadway with curb and gutter (both sides), ADA ramps, planter box / sidewalk construction on the east side, the west side sidewalk construction is included in bid alternate "A". Work includes related driveway re-grading as necessary at all driveway cuts and all related stormwater construction for new road section, 650 lf of waterline construction, and arch culvert replacement under the roadway (Existing culvert, 46" x 60" corrugated steel, has nearly zero cover, the new culvert section (ultro flo 46" x 36") will have 1' minimum cover). Extensive coordination with utility companies, homeowners, and the city will be required. This work is hereinafter referred to as the PROJECT.

ARTICLE 2: ENGINEER

The Project has been designed by Firwood Design Group, LLC (Consulting Engineers) who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract

Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by 90 days. Substantial Completion Date of , 2012 will be based on the Notice to Proceed Date of , 2012.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be the Contract Dollar Amounts of **Three Hundred Five Thousand Three Hundred Twelve Dollars and seventy cents ($305,312.70)** which are described in the Contract Documents and are hereby accepted by the Owner. **This prices includes all base bid items as well as Alternates that were received at the Bid Opening April 10, 2012,2pm.**

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.60 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or

services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect a the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and

Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contactors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon

damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than $4,000,000 combined single limit per occurrence/$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of $100,000 each accident, $100,000 disease each employee, and $500,000 each policy limit.

7.2.3. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than $500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance.

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

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insuror must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than $1,000,000 each loss / $1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a Public Work Bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 11, inclusive).

8.2. Exhibits to this Agreement (Exhibit GC-4, 1 page).

8.3. Performance and Labor Materila Payment Bonds, Public Works Bond consisting of 5 pages.

8.4. 2008 ODOT Specifications for Construction (cover, pages 1 to 121, inclusive).

8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 13, inclusive).
HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
Federal Prevailing (Davis-Bacon)Wage Decision **OR120001**, Modification No.**5**, Dated: **3/2/2012**, Type: **HIGHWAY** (pages 1 to 19 inclusive).
State of Oregon (BOLI) Wage Rates Decision: January 1, 2012 (26 pages total, various).

8.6. Specifications (a.k.a. Special Provisions) title **"KENNEL AVENUE ROAD IMPROVEMENTS, PART 00200 – TEMPORARY FEATURES AND APPURTENACES through PART 03000 – MATERIALS"** (pages 1 to 22, total count provided by **Firwood Design Group, LLC (FDG)**.

8.7. Drawing(s) bearing the title **"KENNEL AVENUE ROAD IMPROVEMENTS"** provided by **Firwood Design Group, LLC (FDG)** consisting of 1 of 17 pages.

8.8. Addendums: **Number 1** (1 Page, dated 3/27/12) and **Number 2** (5 Pages, dated 4/4/12).

8.9. CONTRACTOR's Bid (Bid Proposal: pages 1, through 9, and 10 First Tier Disclosure Form, inclusive).

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contact either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less then the applicable prevailing wage rate, and

will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130- Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR	OWNER
Eagle-Elsner, Inc.	**Clackamas County, Oregon**
PO Box 23294, Tigard, OR 97281	Chair: Charlotte Lehan Commissioner: Jim Bernard Commissioner: Jamie Damon Commissioner: Ann Lininger Commissioner: Paul Savas Signing on Behalf of the Board
By: Richard Eagle, Pres Richard Eagle, President	By: _____ Cindy Becker, Director Health, Housing and Human Services Department
05-08-12 Date Signed	_____ Date Signed
93-0731670 Contractor's Federal Tax Identification No. or Social Security No. (if individual)	
27112 Oregon Commercial Contractor's Board No.	

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board

Approval of a Medicaid Group Provider Agreement with FamilyCare, Inc. for Primary Care Services.

Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Medicaid Group Provider Agreement with FamilyCare, Inc. for the purchase of primary care services from the CCCHD for Oregon Health Plan (OHP) members.

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 Family Care, Inc. for provision of physical health services.

This is a revenue agreement for CCCHD. The total amount of the agreement is unknown, because the number of clients who will be enrolled with FamilyCare, Inc. cannot be projected with certainty. 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/H3S Office of Business Services at (503)742-5318.

FamilyCare

Incorporated

MEDICAID
GROUP PROVIDER AGREEMENT

between

FAMILYCARE, INC.,
an Oregon non-profit corporation

and

Clackamas County Community Health Division

TABLE OF CONTENTS

Page

1. Definitions 1
2. Group Services 4
3. Group Obligations 6
4. FamilyCare Obligations 9
5. Services and Compensation 10
6. Term and Termination 12
7. Addition of Plan or Amendment of Services and Compensation Attachment 14
8. Relationship of the Parties 14
9. Indemnification and Insurance 14
10. Access and Maintenance of Records and Information 15
11. Miscellaneous 17

Signature Page 20

THIS AGREEMENT ("Agreement") is made and entered into by and between FamilyCare, Inc. (hereinafter referred to as "FamilyCare"), an Oregon non-profit corporation operating in Oregon as a fully capitated health plan, and Clackamas County Community Health Division (hereinafter referred to as "Group").

RECITALS

WHEREAS, FamilyCare offers or administers one or more health benefit plans and desires to enter into a written agreement to arrange for the provision of certain Covered Services to Members of such plans; and

WHEREAS, Group employs or contracts with health care providers who are lawfully qualified to provide health care services and willing to provide such services to Members of FamilyCare health benefit plans; and

WHEREAS, the health benefit plan(s) covered by this Agreement include: the Oregon Health Plan and other Plans added to this Agreement as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is agreed by and between the parties as follows:

AGREEMENT

1. Definitions. As used in this Agreement and its Attachments, each of the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended:

1.1 Capitation Fee. A predetermined monthly payment to Group or Group Practitioners, if applicable, for Covered Services to be provided to each Member assigned to Group or Group Practitioners.

1.2 Care Management. A program of care coordination and case management developed to manage high cost and at-risk Members with complex medical needs.

1.3 Clean Claim. A bill for services, line item of service or all services for one Member on a bill, on a claim form acceptable to FamilyCare that can be processed without obtaining additional information from the provider of the services or from a third party. A Clean Claim does not include a claim from a provider under investigation for fraud or abuse, or a claim under review for Medical Necessity.

1.4 Coinsurance. The percentage or portion of the cost of care that a Member may be obligated to pay for a Covered Service.

1.5 Copayment or Copay. The fixed dollar amount that a Member may be obligated to pay for a Covered Service.

1.6 Covered Service. Medically Necessary health care services and supplies rendered or furnished to Member by Group or Group Practitioner for which benefits are available under a Member's Plan.

1.7 Deductible. The amount of out-of-pocket expense that Member is responsible to pay for Covered Services prior to being eligible to receive Plan benefits.

1.8 Emergency or Emergency Medical Condition. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions or serious dysfunction of any bodily organ or part. An "Emergency Medical Condition" is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence.

1.9 Medical Director. Physicians who are designated by FamilyCare or a Plan and are responsible for quality management and utilization management review, including concurrent hospital review and, if appropriate under a Plan, making all final medical and behavioral health decisions relating to coverage or payment.

1.10 Medically Necessary or Medical Necessity. The decision as to whether a service or supply ordered by the provider was Medically Necessary, or as to whether services or supplies are required by Medical Necessity, for the purposes of qualifying for payment by FamilyCare rests with FamilyCare, subject to the procedures for reconsideration. Services and medical supplies are Medically Necessary or required by Medical Necessity if required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies; and (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member in FamilyCare's judgment. The fact that an item or service is Medically Necessary does not by itself mean that the item or service is eligible for payment by FamilyCare; to be eligible for payment, items and services must be Covered Services under the Plan and meet all requirements for eligibility for payment in addition to being Medically Necessary.

1.11 Member. A person who is enrolled in a FamilyCare Plan and is entitled to receive Covered Services.

1.12 Participating Hospital. A hospital that is contracted to provide Covered Services to Members. Participating status shall be contingent upon FamilyCare's designation as such.

1.13 Participating Practitioner. A physician or other health care professional who is contracted directly or as a member of a Participating Practitioner Group to provide Covered Services to Members under this Agreement or otherwise. Any Participating Practitioner who serves FamilyCare Members under this Agreement will be bound by its terms. Participating status shall be contingent upon FamilyCare's designation as such.

1.14 Participating Practitioner Group. An independent practice association; corporation, limited liability company, or partnership of professional providers; or other entity that employs or contracts with providers of professional medical services and contracts with FamilyCare to provide services to Members under this Agreement. Participating status shall be contingent upon FamilyCare's designation as such.

1.15 Participating Provider. A Participating Practitioner, Participating Practitioner Group, Participating Hospital or other facility or provider of health care items or services designated as a Participating Provider by FamilyCare.

1.16 Plan. The contract or agreement with FamilyCare setting forth the Covered Services to which a Member is entitled and, if a government health benefit program, the federal and state statutes and regulations governing the program. The Plan initially covered by this Agreement is the Oregon Health Plan administered by the Oregon Department of Human Services, Division of Medical Assistance Programs pursuant to the Provider Services Contract Fully Capitated Health Plan with FamilyCare and applicable rules and regulations.

1.17 Policies and Procedures. The criteria and procedures pertaining to credentialing and recredentialing, participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by FamilyCare.

1.18 Primary Care Provider. A Participating Practitioner deemed a Primary Care Provider by FamilyCare for the Plan.

1.19 Primary Care Services. Those Covered Services routinely provided by Primary Care Providers in their practice of medicine or other health care profession or as may be further defined in the Plan.

1.20 Prior Authorization or Preauthorization. Prior authorization or Preauthorization is approval given by FamilyCare in advance of a proposed hospitalization, treatment, supply purchase or other Covered Service, in accordance with FamilyCare Policies and Procedures.

1.21 Referral. The process required by this Agreement by which a provider directs a Member to seek and obtain Covered Services from a Participating Practitioner or any other provider of Covered Services.

1.22 Scope of Service. Those services which fall within the geographic and CPT code limits established in the Attachments. If no geographic or CPT code limits are established in the Attachments, Scope of Service shall refer to those services which Group or Group Practitioners are professionally qualified to render.

1.23 Services and Compensation Attachment. An Attachment to this Agreement setting forth payment and other terms applicable to a Plan in which Group is a Participating Practitioner Group, which Attachment is made part of this Agreement upon execution or thereafter pursuant to paragraph 7.1.

1.24 Specialty Services. Those Covered Services provided by providers professionally qualified to practice a designated specialty as determined by FamilyCare which are within the provider's recognized scope of practice

1.25 Standards of Care and Service. Standards which have been developed by FamilyCare, incorporating concepts from Centers for Medicaid and Medicaid Services ("CMS"), from medical group practice accreditation programs, and from community standards. These standards include, but are not limited to, access, accommodations, panel size, and medical record documentation, and are contained in the Policies and Procedures.

2. Group Services.

2.1 Group and Group Practitioner. If Group is a medical group or other employer of health care professionals, Group shall require all of its employed and contracted health care professionals who provide services to Members to comply with all of the provisions of this Agreement. If Group contracts with individual health care providers who are not employed by Group, as a medical group, independent practice association, or otherwise, Group shall ensure that it maintains current, valid contracts with each such individual health care provider who provides services to Members. Such employed or contracted professionals are referred to herein as "Group Practitioners." Contracts with Group Practitioners shall (a) require Group Practitioner to comply with all of the provisions of this Agreement, (b) be in form acceptable to FamilyCare and (c) be available for inspection on request by FamilyCare. Group shall ensure that each Group Practitioner is credentialed by FamilyCare prior to providing services to Members, and continues to comply with FamilyCare's credentialing and recredentialing Policies and Procedures.

2.2 Covered Services. FamilyCare retains Group and Group Practitioners to render Covered Services to Members within Group Practitioner's Scope of Service. All services shall be rendered subject to the terms and conditions of this Agreement and in accordance with FamilyCare's Policies and Procedures, including referral and Preauthorization procedures.

2.3 Performance. Subject to practice protocols and utilization standards adopted by FamilyCare, Group and Group Practitioners will determine the method, details, and means of performing Covered Services pursuant to this Agreement. Covered Services rendered will be provided as promptly as practicable, consistent with sound medical practice and in accordance with accepted community professional standards. Group agrees at all times to maintain a sufficient number of Group Practitioners to guarantee prompt and adequate access to FamilyCare Members.

2.4 Personnel, Equipment and Supplies. Group or Group Practitioners shall, at Group or Group Practitioner's sole cost and expense, arrange for the provision of Covered Services. Subject to practice protocols and utilization standards adopted by FamilyCare, FamilyCare may

not control, direct, or supervise Group or Group Practitioners in the performance of Covered Services. Group or Group Practitioner will supply all necessary office personnel, equipment, instruments and supplies required to perform Covered Services and which are usual and customary for a medical practice in the community. Group or Group Practitioner shall be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to personnel employed or contracted by Group or Group Practitioner, as applicable.

2.5 Hours. Group and Group Practitioners will arrange for the provision of Covered Services during normal office hours or as otherwise necessary to provide reasonable access to services by Members. Group and Group Practitioners will arrange for call coverage for Medically Necessary services on a 24-hour per day, seven day per week basis.

2.6 Referral and Preauthorization Procedure. Group and Group Practitioners shall comply with Referral and Preauthorization procedures adopted by FamilyCare prior to referring a Member to any individual, institutional or ancillary health care provider. Except as permitted by FamilyCare Policies and Procedures, Group and Group Practitioners shall refer Members only to Participating Providers designated by FamilyCare to provide the service for which the Member is referred. Except as required by applicable law, failure of Group and Group Practitioners to follow such procedures may result in denial of payment for unauthorized treatment. Preauthorization is not required prior to provision of Covered Services in the event of an Emergency or Emergency Medical Condition.

2.7 Hospital Admission Authorization. Group and Group Practitioners shall admit Members for hospital services only to a Participating Hospital unless an appropriate bed or service is unavailable. Except as provided in paragraph 2.9 or otherwise required by applicable law, Group and Group Practitioners may not admit a Member to a hospital on a non-Emergency basis without first receiving Prior Authorization from FamilyCare, or its designated agent, in accordance with FamilyCare's Policies and Procedures.

2.8 Compliance With FamilyCare Pharmaceutical Formularies. Group and Group Practitioners shall comply with pharmaceutical formularies and pharmaceutical prior authorization requirements developed or adopted by FamilyCare, unless otherwise Medically Necessary. In prescribing medications for Members, Group Practitioners shall select the most cost-effective medication that is clinically appropriate for the Member, including, when appropriate and available, generic equivalents and therapeutic equivalents.

2.9 Provision of Non-Covered or Unauthorized Services or Referral Care. Nothing in this Agreement is intended to or shall be construed to require Group or Group Practitioners to deny care to a Member for non-Covered Services or deny services or referral care not otherwise authorized under applicable procedures. The fact that FamilyCare does not or may not provide payment for a service shall not relieve Group or Group Practitioners of the duty to exercise independent professional skill and judgment in advising and treating Members. When referring Members to non-Participating Providers, Group and Group Practitioners shall inform Members of their potential responsibility for payment. When recommending or offering non-Covered Services to a Member, Group Practitioners shall comply with paragraph 5.3.4.

2.10 Nondiscrimination. Group and Group Practitioners agree that in accordance with the provisions of this Agreement, and within the limits of a Group Practitioner's specialty, not to discriminate in the provision of Covered Services to Members on the basis of membership in a health benefit plan, source of payment, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age, or any other category deemed protected under State or Federal law; and to provide Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to other patients of Group and Group Practitioners.

3. Group Obligations.

3.1 Acceptance of Members. Group and Group Practitioners agree to accept assignment of Members by FamilyCare, subject only to Group Practitioner's Scope of Service. This paragraph does not prevent Group or Group Practitioner from limiting practice to a recognized specialty such as pediatrics, geriatrics or obstetrics and gynecology.

3.2 Practitioner Qualifications. Group will require each Group Practitioner to complete FamilyCare's credentialing process and be approved as a Participating Provider before providing services to Members. Group warrants and represents that each Group Practitioner is, and for the duration of this Agreement shall remain, duly licensed to practice Group Practitioner's health care profession in all states in which Group Practitioner provides services to Members and is, and for the duration of this Agreement shall remain, in good standing with the appropriate licensing board(s), a participating provider in Medicaid, and the holder of a valid DEA Certificate (if applicable). Group warrants that each Group Practitioner shall maintain medical staff membership and clinical privileges appropriate to Group Practitioner's professional practice at a Participating Hospital that is a hospital in good standing and without restriction or limitation unless such membership and privileges are not required under FamilyCare's credentialing Policies and Procedures. Group warrants that each Group Practitioner is currently, and for the duration of this Agreement shall remain, in compliance with FamilyCare's credentialing and recredentialing criteria. Group and Group Practitioner do not and will not during the term of this Agreement employ or contract with any person who is excluded from participation in Medicare or Medicaid.

3.3 Covering Provider. If Group or a Group Practitioner is, for any reason, from time to time unable to provide those Covered Services Group has agreed to render under this Agreement when and as needed, Group or Group Practitioner may secure the services of a qualified covering provider who shall render such Covered Services. The covering provider must be a provider approved by FamilyCare to provide the Covered Services to Members otherwise required of Group or Group Practitioner. Group or Group Practitioner shall be solely responsible for securing the services of such covering provider. Group or Group Practitioner shall ensure that the covering provider: (a) looks solely to Group or Group Practitioner, FamilyCare, or the Plan(s), as the case may be, for compensation; (b) accepts FamilyCare's credentialing and peer review procedures; (c) does not directly bill Members for Covered Services under any circumstances, unless expressly required by the Plan(s); (d) obtains authorization in accordance with FamilyCare's utilization management program prior to all elective hospitalizations; and (e) complies with the terms of this Agreement and policies,

procedures, and rules adopted by FamilyCare related to performance of medical services under this Agreement.

3.4 Withdrawal from Care. Prior to withdrawing from a Member's care, Group or Group Practitioner shall contact FamilyCare to enlist assistance with resolution of issues giving rise to the proposed withdrawal. Group or Group Practitioner will cooperate with FamilyCare to attempt to resolve the issues for 30 days. In the event the issues cannot be resolved satisfactorily, Group or Group Practitioner shall give FamilyCare and the affected Member(s) at least 30 days' prior written notice of intent to withdraw from care of Member(s), shall cooperate fully with FamilyCare in transferring care of the Member(s) to another Participating Practitioner, and shall continue provision of care for urgent needs and prescriptions for at least 30 days from the date of notice of withdrawal. Notwithstanding the foregoing, if a Member has exhibited behavior that is verbally or physically threatening or if other unusual circumstances require prompt action for the protection of Group, Group Practitioners, the Member or others, Group may withdraw from the care of a Member on such written notice to the Member and FamilyCare as is reasonable and consistent with accepted standards of professional practice considering the circumstances, and shall thereafter cooperate fully with FamilyCare in transferring care of the Member to another Participating Provider.

3.5 Compliance with Law and Ethical Standards.

3.5.1 Group and Group Practitioner shall at all times during the term of this Agreement comply with all applicable federal, state, and municipal laws, statutes, and ordinances, and any regulations promulgated thereunder; all applicable rules and regulations of each Group Practitioner's licensing board(s); and the ethical standards of the applicable professional association.

3.5.2 In particular, and not to the exclusion of any other applicable law or regulation, Group and FamilyCare acknowledge that in the course of performing under this Agreement, they may use or disclose to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If requested to do so by FamilyCare, Group will execute a Business Associate Agreement in a form acceptable to FamilyCare.

3.5.3 Group will cooperate with and participate in FamilyCare's compliance plans, including provision of information, cooperation with auditing and monitoring activities, participation in training and education, and implementation of compliance initiatives and programs as reasonably requested by FamilyCare from time to time.

3.6 Compliance With FamilyCare Policies and Procedures. Group agrees to be bound by the Policies and Procedures of FamilyCare as they may be amended from time to time. If Group or Group Practitioner violates any of the provisions of such Policies and Procedures, or any of the principles of professional conduct adopted by FamilyCare, or acts contrary to or in violation of any Medicaid laws or regulations, all contractual rights under this Agreement which

pertain to Group or Group Practitioner may be terminated in accordance with the Term and Termination section of this Agreement and applicable law.

3.7 Utilization Management and Quality Assurance Programs. FamilyCare has and will maintain utilization management and quality assurance and other operational programs and policies to guide and review individual and aggregate performance of Participating Providers in the delivery of Covered Services. Review may include but not be limited to Medical Necessity and compliance with clinical protocols, referral requirements, Preauthorization standards, and the evaluation of the results of care. Group and Group Practitioners shall cooperate fully with FamilyCare in any inquiries FamilyCare may make with respect to such programs. Group and Group Practitioners agree to comply with and, subject to Participating Provider rights of appeal or reconsideration, shall be bound by such policies and programs. Group and Group Practitioners agree that decisions of FamilyCare's utilization management or quality assurance committees may include denial of payment for Covered Services provided to a Member when services are provided in a manner inconsistent with FamilyCare's Policies and Procedures or, in appropriate situations, termination of this Agreement as provided herein.

3.8 Fraud and Abuse Programs. Group and Group Practitioners agree to comply with FamilyCare's fraud and abuse program and questionable or inappropriate billing practices Policies and Procedures.

3.9 Grievance Procedures. FamilyCare will have Policies and Procedures for appealing Member disputes related to prior authorization and referral procedures. Group and Group Practitioners shall comply with both Member and Participating Provider grievance and appeal procedures and shall be bound by such procedures.

3.10 Patient Advocate. Group Practitioners practicing in conformity with ORS 677.095 may act as a patient advocate regarding a decision, policy, or practice without being subject to termination or penalty for the sole reason of such advocacy. Group Practitioners can freely communicate with patients regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations. When communicating about Non-Covered Services, Group Practitioners shall comply with paragraph 2.9 and paragraph 5.3.4 of this Agreement.

3.11 Provider Directory. Group and Group Practitioner agree that FamilyCare may use the name, specialty, board certification, medical school(s), addresses, phone numbers, and type of practice of Group and Group Practitioners with regard to access and acceptance of new patients, in the FamilyCare directory of Participating Providers.

3.12 Patient Consents. Group and Group Practitioners shall obtain the consent of Members to allow Group and Group Practitioners to use and disclose to FamilyCare and Participating Providers the Member's Protected Health Information (as defined by HIPAA) for purposes contemplated by this Agreement.

3.13 Medical Records. Group or Group Practitioners shall maintain with respect to each Member receiving Covered Services hereunder a single standard medical record in such form, containing such information, and preserved for such time period(s), as are required by state

and federal law, accepted standards of practice and FamilyCare Policies and Procedures. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Group and Group Practitioners shall share such records with Participating Providers in accordance with FamilyCare's Policies and Procedures, and permit FamilyCare, and its designated representatives, to review or inspect such records in accordance with payment, utilization management, quality assurance, peer review and other Policies and Procedures of FamilyCare. Copies of such records shall be made available to FamilyCare upon request without charge.

3.14 Required Information. Group and Group Practitioners shall provide FamilyCare with information necessary for FamilyCare to fulfill its obligations with and to comply with state and federal law. Group and Group Practitioners authorize FamilyCare to release information as required by state and federal law and shall promptly procure such additional consents as may be necessary from time to time for purposes of this paragraph.

3.15 Cooperation with Plan and FamilyCare Medical Directors. Group and Group Practitioners acknowledge that contracting Plans will place certain obligations upon FamilyCare regarding the quality of care received by Members and that contracting Plans in certain instances will have the right to oversee and review the quality of care administered to Members. Group and Group Practitioners agree to cooperate with FamilyCare's Medical Directors and the medical directors of contracting Plans in their review of the quality of care administered to Members and to submit information as requested.

3.16 Notice to FamilyCare. Group and Group Practitioners will notify FamilyCare, in writing, within three working days, of any of the following events affecting Group or Group Practitioner: loss of licensure, accreditation or participating provider status in Medicaid; notice of any claim, demand or complaint involving a Member; termination, suspension, restriction or non-renewal of a Group Practitioner's clinical privileges or staff membership with any hospital, health plan or provider organization; loss of insurance coverage required by this Agreement.

4. FamilyCare Obligations.

4.1 Eligibility Determinations and Reports. FamilyCare will make eligibility information available to Group and Group Practitioner by telephone or by electronic means.

4.2 Authorizations. FamilyCare will provide authorization for non-Emergency Covered Services in the form of a Preauthorization and shall certify or recertify lengths of stay if required by telephone contact or other mutually agreeable form of communication between Group or Group Practitioner, the Member's Primary Care Provider or referral provider and/or FamilyCare personnel, according to FamilyCare's Quality Improvement and Utilization Management Policies and Procedures.

4.3 Claims Processing. FamilyCare shall be responsible for adjudicating and paying claims for Covered Services consistent with the terms of this Agreement and FamilyCare's Policies and Procedures.

4.4 Policies and Procedures. FamilyCare will make its Policies and Procedures available to Group and Group Practitioner in accordance with applicable laws and regulations.

4.5 Compliance with Law. FamilyCare shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, statutes and ordinances, and any regulations promulgated thereunder.

5. Services and Compensation.

5.1 Compensation. FamilyCare agrees to pay Group or Group Practitioner for Covered Services rendered by Group or Group Practitioner to Members, within Group or Group Practitioner's Scope of Service, at the lesser of Group or Group Practitioner's billed charges or the rate determined in accordance with the terms of the Services and Compensation Attachment, which is attached hereto as Attachment A and as attached made a part of this Agreement. Compensation amounts, methodologies or formulas may vary for other providers.

5.2 Payment of Compensation by FamilyCare.

5.2.1 To be considered for payment, Group or Group Practitioner shall submit to FamilyCare a Clean Claim on a completed CMS 1500 statement, CMS 1450 or HIPAA ANSI, or successor forms, within four months following the provision of Covered Services, including services reimbursed under a Capitation Fee. FamilyCare in its sole discretion may allow exceptions for maternity claims, claims requiring coordination with a third-party resource or a delay in billing due to eligibility issues. Group and Group Practitioners will submit such additional encounter data as FamilyCare may request, including accurate and specific data describing the services rendered. Group and Group Practitioners will follow Medicare Correct Coding guidelines, or other industry standard coding guidelines approved by FamilyCare in coding services in all claims and data submitted to FamilyCare. Claims for payment must reflect Co-payments, Coinsurance and Deductibles collected or to be collected. Claims submitted for payment beyond twelve months (or any shorter period established by applicable law or regulation) from the date Covered Services were provided may be denied in FamilyCare's sole discretion. FamilyCare agrees to pay a Clean Claim within the time required by applicable state and federal law.

5.2.2 FamilyCare shall not be obligated to make payment to Group or Group Practitioner if Group or Group Practitioner fails to obtain a referral in accordance with FamilyCare Policies and Procedures, if the patient is not a Member at the time of service, if information provided to FamilyCare is materially inaccurate, or if the delivery of service does not comply with applicable FamilyCare Policies and Procedures.

5.2.3 Nothing herein requires FamilyCare to adopt, or prevents FamilyCare from adopting, different billing and payment policies with respect to workers' compensation cases or other situations in which FamilyCare is or could be a secondary or conditional source of reimbursement for Covered Services.

5.3 Patient Billing.

5.3.1 Group and Group Practitioners shall look only to FamilyCare for compensation for Covered Services and shall at no time seek compensation from Members or persons acting on their behalf for Covered Services. In the event of non-payment by FamilyCare for any reason, Group and Group Practitioners shall not bill or otherwise attempt to collect from

Members any amounts owed by FamilyCare and shall continue providing services to Members for the duration of the period for which premium payment has been made by or on behalf of the Member and until Member is discharged from the hospital (if applicable). No surcharge to any Member shall be permitted. A surcharge shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in the Plan.

5.3.2 Group and Group Practitioners shall bill and make reasonable efforts to collect all Co-payments, Coinsurance and Deductibles from Members as specifically permitted in the Plan, if such amounts have not been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits.

5.3.3 Group and Group Practitioners shall not bill a Member for otherwise Covered Services denied as a result of utilization management, Medical Necessity determination, or audit activity.

5.3.4 Group and Group Practitioners shall not bill Member for any non-Covered Services unless Group or Group Practitioner has obtained prior written agreement from the Member and such billing is permitted under the Plan or otherwise permitted by CMS or the Oregon Health Plan. Group or Group Practitioner shall not bill Member for missed appointments.

5.3.5 Group and Group Practitioners agree the provisions of this Section 5 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members.

5.4 Coordination of Benefits and Third Party Liability.

5.4.1 Coordination of Benefits (COB) refers to the determination of which two or more health benefit plans will apply, either as primary or secondary coverage, for the rendition of hospital, surgical or medical services to a Member. Such coordination is intended to preclude the Member from receiving an aggregate of more than 100 percent of covered charges from all coverage. When the primary and secondary benefits are coordinated, determination of liability will be in accordance with the usual procedures employed by the Oregon Department of Consumer and Business Services and applicable state and federal regulations.

5.4.2 Group and Group Practitioners shall maintain records to identify any third party or payor responsible for payment for services provided to Members. Group and Group Practitioners shall notify FamilyCare within 30 days of any potential responsible third party and shall provide FamilyCare with all relevant identifying information concerning the Member, the claim and the third party resource available to Group or Group Practitioners.

5.4.3 Group or Group Practitioners agree to coordinate with FamilyCare for proper determination of COB and third party liability, and to bill and collect from other payors those charges for which the other payor is responsible. Group and Group Practitioners shall report all collections received in accordance with this paragraph to FamilyCare. FamilyCare shall not be obligated to pay Group or Group Practitioners any amounts which, when added to the amounts paid to Group or Group Practitioners in accordance with this paragraph by other

payors, would exceed the reimbursement for which FamilyCare would be obligated in the absence of such payments from other payors.

5.5 Overpayments. FamilyCare will conduct retrospective reviews of claims and reimbursements to Group or Group Practitioners. Group and Group Practitioners will refund to FamilyCare all overpayment amounts paid to Group or Group Practitioners, whether not properly payable under paragraph 5.2, due to clerical error, failure to apply or follow applicable Policies and Procedures, third party recovery or other reason. Overpayments shall be refunded to FamilyCare within 30 days of notification to Group or Group Practitioners that a refund is due or within 60 days of identification of an overpayment by Group or Group Practitioners, whichever is earlier. If Group or Group Practitioner fails to refund an overpayment within thirty days after FamilyCare's notification, FamilyCare may withhold any overpayment amount from future payments for services rendered by Group or Group Practitioners. If a refund is not timely received, FamilyCare may initiate a collection or legal proceeding to recover overpayment amounts; in a collection or legal proceeding to recover overpayment, FamilyCare shall be entitled to recover its reasonable attorneys' fees and costs incurred in such proceeding.

5.6 Accounting and Reports. To the extent that payments to Group or Group Practitioners for Covered Service include financial risk withholds, FamilyCare shall provide an accounting of risk withhold funds on an annual basis or as required by law. Requests for information under this paragraph concerning such accounting must be made within two years after the end of the agreement term pertaining to the requested information.

6. Term and Termination.

6.1 Term of Agreement. This Agreement will become effective on the Effective Date set forth on the signature page and will continue until terminated in accordance with this Section 6.

6.2 Immediate Termination. This Agreement may be immediately terminated upon delivery of written notice to the other party, or at such later date as may be set forth in the written notice, if any of the following occurs.

6.2.1 Federal or state regulations or guidelines are modified or changed in such a way that Covered Services are no longer allowable or appropriate for purchase under this Agreement;

6.2.2 Group or Group Practitioner or FamilyCare is found to be in violation of any state or federal law or regulation;

6.2.3 Any license, certification, or privilege required by law or regulation to fulfill obligations under this Agreement is for any reason revoked, restricted, limited, suspended or not renewed;

6.2.4 Group or Group Practitioner or FamilyCare is suspended or excluded from participating in the Medicaid program;

6.2.5 Group or Group Practitioner fails to maintain insurance required by this Agreement; or

6.2.6 Group or Group Practitioner is convicted of a felony; dies; retires; is adjudicated incompetent; loses his or her hospital privileges (unless such privileges are not required under FamilyCare's credentialing Policies and Procedures); or voluntarily leaves active practice in FamilyCare's service area for a period of 6 months or more.

6.3 Termination by FamilyCare. FamilyCare may terminate this Agreement immediately on written notice to Group if FamilyCare reasonably determines that the health, safety or welfare of Members may be jeopardized by continuation of this Agreement.

6.4 Termination Without Cause. This Agreement may be terminated without cause by Group or FamilyCare upon 90 days prior written notice. Upon such termination, the rights of Group and Group Practitioners shall terminate; provided, however, that such action shall not release Group and Group Practitioners from obligations to persons then receiving treatment. If this Agreement is terminated under this paragraph 6.4, payment for Covered Services provided prior to termination shall be made in accordance with this Agreement.

6.5 Termination for Breach. If either party commits a material breach of this Agreement, the other party may commence to terminate the Agreement by giving written notice to the party committing the breach stating its intention to terminate and starting with particularity the alleged breach. If the breach is not cured within 30 days after the notice is given, the other party may terminate this Agreement immediately upon written notice. This right of termination shall be in addition to all other rights and remedies.

6.6 Responsibility for Members at Termination. Group or Group Practitioners shall continue to provide Covered Services to a Member who is receiving Covered Services from Group or Group Practitioners on the effective termination date of this Agreement, until the Covered Services being rendered to the Member by Group or Group Practitioners are completed (consistent with existing medical ethical/legal requirements for providing continuity of care to a patient), unless FamilyCare makes reasonable and medically appropriate provision for the assumption of such Covered Services by another Participating Provider. Group or Group Practitioner shall be compensated for those Covered Services provided to a Member pursuant to this paragraph (prior to and following the effective termination date) in accordance with compensation provisions stated in the applicable Services and Compensation Attachment or by mutual agreement.

6.7 Effect of Termination. Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising under this Agreement prior to the effective date of termination or upon those provisions which are specifically identified as surviving termination.

6.8 Termination With Cause of Less Than Entire Agreement. FamilyCare may, at its sole discretion, choose to terminate an individual Group Practitioner providing Covered Services under this Agreement whose conduct would otherwise give FamilyCare cause to terminate this Agreement in its entirety, who does not meet FamilyCare's credentialing requirements, or on

request of a Plan. Upon such individual termination, the Agreement shall remain in effect as to Group and all other Group Practitioners.

6.9 Credentialing and Hearings Process. Group and Group Practitioners will comply with FamilyCare's hearings process as set forth in its Policies and Procedures. FamilyCare may suspend, restrict or terminate Group or a Group Practitioner's privileges to see Members in accordance with its Policies and Procedures. In the event that Group Practitioner's status is terminated in accordance with such Policies and Procedures, Group Practitioner's participation under this Agreement shall automatically terminate. If FamilyCare proposes to terminate Group Practitioner's participation under this Agreement, Group Practitioner may be entitled to a review or hearing as provided by FamilyCare's Policies and Procedures.

7. Addition of Plan or Amendment of Services and Compensation Attachment.

7.1 New Plan. FamilyCare may, in its sole discretion, notify Group from time to time of new Plans by sending Group a Services and Compensation Attachment covering each new Plan in which FamilyCare wishes Group and Group Practitioners to participate as provided in paragraph 11.1. If Group rejects the proposed Attachment within 30 days in accordance with paragraph 11.1, such Attachment shall not go into effect. If such Attachment becomes effective as provided in paragraph 11.1, Group shall notify its Group Practitioners about the new Plan and shall make any contract amendments required to make the terms and conditions of the new Attachment binding on its Group and Group Practitioners.

7.2 Amendment of Services and Compensation Attachment. FamilyCare may amend a Services and Compensation Attachment from time to time. Any such amendment shall be sent to Group as provided in paragraph 11.1. If Group rejects the amended Attachment within thirty (30) days in accordance with paragraph 11.1, then either party may terminate this Agreement in accordance with Section 6; until any such termination is effective, the Services and Compensation Attachment effective prior to termination shall continue in effect.

8. Relationship of the Parties. Nothing in this Agreement shall create any relationship between FamilyCare and Group or Group Practitioner other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the parties nor any of their respective employees or agents shall be deemed to be the employee or agent of the other. Except as specifically provided otherwise in this Agreement, FamilyCare shall have no authority to control or direct the time, place or manner in which Covered Services are provided by Group or Group Practitioner to Members.

9. Indemnification and Insurance.

9.1 Indemnification.

9.1.1 The parties mutually agree to indemnify and to hold each other (including their officers, agents and employees) harmless against any and all claims, demands, damages, liabilities and costs incurred by the other party, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the breach of this Agreement by or willful misconduct of the indemnifying party or its employees or agents. The fact that a person or entity

is a Participating Provider does not make such person an agent of FamilyCare. The principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision.

9.1.2 FamilyCare shall not be liable to Members for any act of malpractice on the part of Group or Group Practitioners and Group and Group Practitioners shall indemnify, defend, and hold harmless FamilyCare from any such liability. The indemnity in the immediately preceding sentence shall not apply to any alleged act of independent liability on the part of FamilyCare, or any of its respective employees or agents.

9.2 Liability Insurance. Group and Group Practitioners agree to ensure that it and all persons and entities performing services for Group or Group Practitioners under this Agreement maintain such policies of general liability and professional liability insurance or such other program of liability coverage as may be customary and acceptable to FamilyCare to insure Group and Group Practitioners, and its and their employees and agents, against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any health care service provided under this Agreement, the use of any property and facilities provided by Group or Group Practitioners, and activities performed by Group or Group Practitioners in connection with this Agreement. The amounts and extent of such insurance coverage shall be subject to the approval of FamilyCare, which approval shall not be unreasonably withheld. Certificates of Insurance for the above insurance policies shall be provided to FamilyCare upon request and shall provide that FamilyCare be given at least 30 days prior written notice of reduction or cancellation of such coverage. Any declaration sheets, exclusions, endorsements, or information on any incident which might reasonably result or has resulted in a lawsuit or legal action may be requested by FamilyCare as deemed necessary. FamilyCare recognizes that if Group is a public entity its liability may be limited by applicable law.

9.3 Tail Coverage. In the event that any policy required by this Section 9 is a "claims made" policy, a "tail" policy (extended reporting endorsement) shall be obtained by the insured party upon termination of such a policy as required to continuously maintain coverage under such policy throughout the term of this Agreement and for a period of not less than five years following the date of termination of the policy required by this paragraph. The "tail" policy shall have the same policy limits as the policy it extends.

9.4 Contracted Providers. If Group or Group Practitioners contract with health care professionals to provide services to Members, each contract between Group or Group Practitioners and such health care professionals shall require such health professionals to agree to and comply with all of the provisions of this Agreement, including this Section 9, as if such providers were a party to this Agreement. FamilyCare must authorize the use of a contractor to perform services covered under this Agreement prior to any such services being provided. FamilyCare has the sole discretion to deny authorization for contracting of health care services to be provided for Members. Group and Group Practitioners, and not FamilyCare, shall be responsible for any compensation or remuneration owed to such contractor.

9.5 Survival. This Section 9 shall survive termination of this Agreement.

10. Access and Maintenance of Records and Information.

10.1 Access. This Agreement and all records which are directly pertinent to this Agreement necessary to verify the nature and extent of costs of services provided by Group or Group Practitioners, or relating to medical services, price, performance, compliance, quality of services and timeliness of services, will be made available to FamilyCare, the State of Oregon, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services, the Comptroller General of the United States, and all of their duly authorized representatives as may be necessary for compliance by FamilyCare with all applicable federal and state laws and regulations. Such representatives shall have access to documents, papers, and records of Group and Group Practitioners, which are pertinent to the Plan for the purpose of making examination, excerpts and transcripts. Group and Group Practitioners shall, upon 30 days' notice, provide a suitable work area and copying capabilities or make such copies as requested to facilitate such a review upon reasonable written notice to Group or Group Practitioners. Such rights to inspect and copy records and information shall continue for 10 years following the date of termination of this Agreement or completion of any audit commenced prior to termination, whichever is later. Group and Group Practitioners shall include a provision requiring any contractor of Group or Group Practitioners providing services under this Agreement to comply with this paragraph, and shall require all organizations related to Group and Group Practitioners to comply with this paragraph.

10.2 Medical Records (Maintenance and Access). Medical records of Members shall be maintained and preserved by Group and Group Practitioners for a time period of no less than 10 years in accordance with general standards applicable to such records. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Group and Group Practitioners shall permit FamilyCare, FamilyCare's designated representatives, or applicable state and federal regulatory agencies to inspect such records, and shall provide copies of such records to FamilyCare upon request. If an audit, litigation, or other action involving the records is started before the end of the 10-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 10-year period, whichever is later.

10.3 Financial Records (Maintenance and Access). Group and Group Practitioners agree to cooperate with FamilyCare so that FamilyCare may meet any state or federal access requirements imposed on FamilyCare and arising out of this Agreement. Group and Group Practitioners shall maintain financial records, including the amounts of any payments received from FamilyCare, Members or from others on behalf of Members, for at least ten years after final payment is made under this Agreement. If an audit, litigation, or other action involving the records is started before the end of the ten-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the ten-year period, whichever is later. All such records shall be maintained pursuant to generally accepted accounting standards and in accordance with applicable state and federal law and all regulations issued pursuant thereto. Group and Group Practitioners shall provide access to such records to FamilyCare, FamilyCare's designated representatives, and state and federal regulatory agencies, as may be required.

10.4 Confidentiality and Proprietary Information. The parties agree to maintain the confidentiality of this Agreement and all documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of the other party. Upon

request, the parties agree to return all copies of documents containing the other party's proprietary information upon termination of this Agreement and to otherwise keep such proprietary information confidential.

10.5 Review Charges. Medical or financial records requested by FamilyCare for claims payment, concurrent and/or retrospective review or for audit under the Quality Improvement and Utilization Management Programs shall be provided to FamilyCare by Group or Group Practitioners. Neither FamilyCare nor Member will be charged a fee for the cost associated with providing copies of such records or documents.

10.6 Access to Medical Records Upon Termination. Group and Group Practitioners shall provide FamilyCare and Members with reasonable access to medical records of Members maintained by Group or Group Practitioner for a period of ten years after the termination of this Agreement, and at any time thereafter that such access is required in connection with a Member's medical care. FamilyCare will be entitled to obtain copies of Member's medical records if it either makes arrangements to have such copies prepared on Group or Group Practitioner's premises (in which case, Group or Group Practitioner will be entitled to reimbursement for the reasonable costs incurred in collecting the records and supervising the copying process), or agrees to reimburse Group or Group Practitioner for the reasonable cost of preparing such copies. The provisions of this paragraph will not operate to waive or limit any restriction on release or disclosure of patient records established in any other provision of this Agreement or as otherwise required by law. The provisions of this paragraph will not operate to waive or limit any right of access to medical records that Members have under any provision of state or federal law.

10.7 Survival of Provisions. This Section 10 will survive the termination of this Agreement.

11. Miscellaneous.

11.1 Amendment. This Agreement may be amended, and an Attachment to this Agreement may be amended or added, at any time upon the written agreement of the parties. FamilyCare may amend this Agreement, or amend or add an Attachment to this Agreement, by notifying Group in writing of the proposed amendment or addition. If no written objection to such amendment or addition is received by FamilyCare within 30 days of the date of the notice, such amendment or addition shall become effective without any further action required of FamilyCare or Group and Group Practitioners. If Group or Group Practitioner objects to such amendment or addition within the 30-day period, such amendment or addition will not go into effect. If state or federal law, government agency regulations or accrediting agency requirements change and affect any provisions of this Agreement or an Attachment to this Agreement, then this Agreement or the applicable Attachment will be amended to conform with such changes effective on notice to Group or Group Practitioners of the required amendments. FamilyCare will give Group and Group Practitioners written notice of such required changes.

11.2 Dispute Resolution and Arbitration. In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt in good faith mutually to resolve the dispute. If the parties are unable to resolve the dispute, then all matters in controversy shall be

submitted to binding arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The parties agree to be bound by the decision of the arbitrator, which shall be a final determination of the matter in dispute. The parties further agree to divide the cost of mediation or arbitration equally, including filing, administration, and mediator's or arbitrator's fees, but to be responsible each for its own attorneys' fees and other costs incurred. In the event suit or legal action is instituted by any party seeking interpretation of the terms hereof, seeking redress for a breach of this Agreement, or seeking to enforce or to invalidate an arbitration award, each party shall be responsible for its own attorneys' fees and costs, except as provided by paragraph 5.5.

11.3 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Group or Group Practitioner may not assign its rights, duties or obligations under this Agreement without the prior written consent of FamilyCare. Any merger, consolidation, share exchange or transaction involving a change in the ownership of more than 50 percent of any class of shares, membership units, partnership units or other such interests of Group shall constitute an assignment for purposes of this paragraph 11.3. FamilyCare may assign this Agreement to a successor by affiliation, merger, acquisition or transfer of assets or otherwise without consent of Group.

11.4 No Third Party Beneficiary. Except as expressly provided in paragraph 5.3 or a Services and Compensation Attachment, nothing in this Agreement, express or implied, shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns as provided herein.

11.5 Notice. All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, regular or certified mail; or on the date transmitted electronically to the email address of the other party or by facsimile. Any party may designate a different address or a different person for all future notices by notice given in accordance with this paragraph.

11.6 Entire Agreement. This Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

11.7 Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. Both parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against the drafting party.

11.8 Severability. The invalidity of any term or provision of this Agreement shall not affect the validity of any other provision.

11.9 Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

11.10 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Oregon.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall constitute one agreement, even though all parties do not sign the same counterpart.

11.12 Required Medicaid Contract Language. The contract provisions set forth in the attached Oregon Health Plan – Specific Provisions Attachment are specifically incorporated into this Agreement by this reference. In the event there is a conflict between the language in this Agreement and the provisions in such Attachment, then the Oregon Health Plan – Specific Provisions Attachment shall control.

11.13 Attachments. All Attachments referred to in this Agreement are incorporated by reference.

The parties, by signature of their authorized representatives on the signature page of this Agreement, agree to be bound by the terms and conditions of this Agreement.

[ORIGINAL SIGNATURE PAGE ON FILE AT FAMILYCARE OFFICE]

FamilyCare

Incorporated

FAMILYCARE, INC.
MEDICAID GROUP PROVIDER AGREEMENT
SIGNATURE PAGE

This Agreement ("Agreement") is made and entered into by the Parties named below, as evidenced by their signatures below:

FAMILYCARE, INC.:

By: _____

Name/Title: _____

Dated: _____

Address: 825 NE Multnomah, Suite 300
Portland, OR 97232

GROUP:

By: _____
[signature]

Name/Title: _____

Dated: _____

Address: _____
_____

Tax Identification Number: _____

EFFECTIVE DATE: _____

9

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board

Approval of a Medicare Advantage Group Provider Agreement with FamilyCare, Inc. for Primary Care Services.

Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Medicare Advantage Group Provider Agreement with FamilyCare, Inc. for the purchase of primary care services from the CCCHD for Oregon Health Plan (OHP) members.

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 Family Care, Inc. for provision of physical health services.

This is a revenue agreement for CCCHD. The total amount of the agreement is unknown, because the number of clients who will be enrolled with FamilyCare, Inc. cannot be projected with certainty. 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/H3S Office of Business Services at (503)742-5318.

MEDICARE ADVANTAGE
GROUP PROVIDER AGREEMENT

between

FAMILYCARE HEALTH PLANS, INC.,
an Oregon non-profit corporation

and

Clackamas County Community Health

TABLE OF CONTENTS

		Page
1.	Definitions	1
2.	Group Services	4
3.	Group Obligations	6
4.	FamilyCare Obligations	9
5.	Services and Compensation	10
6.	Term and Termination	12
7.	Addition of Plan or Amendment of Services and Compensation Attachment	14
8.	Relationship of the Parties	14
9.	Indemnification and Insurance	14
10.	Access and Maintenance of Records and Information	16
11.	Miscellaneous	17
Signature Page		20

THIS AGREEMENT ("Agreement") is made and entered into by and between FamilyCare Health Plans, Inc. (hereinafter referred to as "FamilyCare"), an Oregon non-profit corporation operating in Oregon as a health care service contractor, and Clackamas County Community Health (hereinafter referred to as "Group").

RECITALS

WHEREAS, FamilyCare offers or administers one or more health benefit plans and desires to enter into a written agreement to arrange for the provision of certain Covered Services to Members of such plans; and

WHEREAS, Group employs or contracts with health care providers who are lawfully qualified to provide health care services and willing to provide such services to Members of FamilyCare health benefit plans; and

WHEREAS, the health benefit plan(s) covered by this Agreement include: Medicare Advantage and other Plans added to this Agreement as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is agreed by and between the parties as follows:

AGREEMENT

1. Definitions. As used in this Agreement and its Attachments, each of the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended:

1.1 Capitation Fee. A predetermined monthly payment to Group or Group Practitioners, if applicable, for Covered Services to be provided to each Member assigned to Group or Group Practitioners.

1.2 Care Management. A program of care coordination and case management developed to manage high cost and at-risk Members with complex medical needs.

1.3 Clean Claim. An accurate statement of services submitted to FamilyCare on a claim form acceptable to FamilyCare that has no defect, impropriety, lack of any required substantiating documentation (including the substantiating documentation needed to meet the requirements for encounter data) or particular circumstance requiring special treatment that prevents timely payment, with all CPT codes and modifiers, revenue codes, ICD-9 and DRG codes, in addition to patient identification, physician name, date of service and other insurance information such as motor vehicle, workers' compensation and third-party liability.

1.4 Coinsurance. The percentage or portion of the cost of care that a Member may be obligated to pay for a Covered Service.

1.5 Copayment or Copay. The fixed dollar amount that a Member may be obligated to pay for a Covered Service.

1.6 Covered Service. Medically Necessary health care services and supplies rendered or furnished to Member by Group or Group Practitioner for which benefits are available under a Member's Plan.

1.7 Deductible. The amount of out-of-pocket expense that Member is responsible to pay for Covered Services prior to being eligible to receive Plan benefits.

1.8 Emergency or Emergency Medical Condition. A medical condition (a) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part, or (b) 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 posing a threat to the health or safety of the pregnant woman or the unborn child. An "Emergency Medical Condition" is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence.

1.9 Medical Director. Physicians who are designated by FamilyCare or a Plan and are responsible for quality management and utilization management review, including concurrent hospital review and, if appropriate under a Plan, making all final medical and behavioral health decisions relating to coverage or payment.

1.10 Medically Necessary or Medical Necessity. The decision as to whether a service or supply ordered by the provider was Medically Necessary, or as to whether services or supplies are required by Medical Necessity, for the purposes of qualifying for payment by FamilyCare rests with FamilyCare, subject to the procedures for reconsideration. Services and medical supplies are Medically Necessary or required by Medical Necessity if required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies; and (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member in FamilyCare's judgment. The fact that an item or service is Medically Necessary does not by itself mean that the item or service is eligible for payment by FamilyCare; to be eligible for payment, items and services must be Covered Services under the Plan and meet all requirements for eligibility for payment in addition to being Medically Necessary.

1.11 Member. A person who is enrolled in a FamilyCare Plan and is entitled to receive Covered Services.

1.12 Participating Hospital. A hospital that is contracted to provide Covered Services to Members. Participating status shall be contingent upon FamilyCare's designation as such.

1.13 Participating Practitioner. A physician or other health care professional who is contracted directly or as a member of a Participating Practitioner Group to provide Covered Services to Members under this Agreement or otherwise. Any Participating Practitioner who serves FamilyCare Members under this Agreement will be bound by its terms. Participating status shall be contingent upon FamilyCare's designation as such.

1.14 Participating Practitioner Group. An independent practice association; corporation, limited liability company, or partnership of professional providers; or other entity that employs or contracts with providers of professional medical services and contracts with FamilyCare to provide services to Members under this Agreement. Participating status shall be contingent upon FamilyCare's designation as such.

1.15 Participating Provider. A Participating Practitioner, Participating Practitioner Group, Participating Hospital or other facility or provider of health care items or services designated as a Participating Provider by FamilyCare.

1.16 Plan. The contract or agreement with FamilyCare setting forth the Covered Services to which a Member is entitled and, if a government health benefit program, the federal and state statutes and regulations governing the program. The Plan initially covered by this Agreement is the Medicare Advantage Plan administered by the Centers for Medicare and Medicaid Services ("CMS") pursuant to the Contract between CMS and FamilyCare and applicable rules and regulations.

1.17 Policies and Procedures. The criteria and procedures pertaining to credentialing and recredentialing, participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by FamilyCare.

1.18 Primary Care Provider. A Participating Practitioner deemed a Primary Care Provider by FamilyCare for the Plan.

1.19 Primary Care Services. Those Covered Services routinely provided by Primary Care Providers in their practice of medicine or other health care profession or as may be further defined in the Plan.

1.20 Prior Authorization or Preauthorization. Prior authorization or Preauthorization is approval given by FamilyCare in advance of a proposed hospitalization, treatment, supply purchase or other Covered Service, in accordance with FamilyCare Policies and Procedures.

1.21 Referral. The process required by this Agreement by which a provider directs a Member to seek and obtain Covered Services from a Participating Practitioner or any other provider of Covered Services.

1.22 Scope of Service. Those services which fall within the geographic and CPT code limits established in the Attachments. If no geographic or CPT code limits are established in the

Attachments, Scope of Service shall refer to those services which Group or Group Practitioners are professionally qualified to render.

1.23 Services and Compensation Attachment. An Attachment to this Agreement setting forth payment and other terms applicable to a Plan in which Group is a Participating Practitioner Group, which Attachment is made part of this Agreement upon execution or thereafter pursuant to paragraph 7.1.

1.24 Specialty Services. Those Covered Services provided by providers professionally qualified to practice a designated specialty as determined by FamilyCare which are within the provider's recognized scope of practice.

1.25 Standards of Care and Service. Standards which have been developed by FamilyCare, incorporating concepts from CMS, from medical group practice accreditation programs, and from community standards. These standards include, but are not limited to, access, accommodations, panel size, and medical record documentation, and are contained in the Policies and Procedures.

2. Group Services.

2.1 Group and Group Practitioner. If Group is a medical group or other employer of health care professionals, Group shall require all of its employed and contracted health care professionals who provide services to Members to comply with all of the provisions of this Agreement. If Group contracts with individual health care providers who are not employed by Group, as a medical group, independent practice association, or otherwise, Group shall ensure that it maintains current, valid contracts with each such individual health care provider who provides services to Members. Such employed or contracted professionals are referred to herein as "Group Practitioners." Contracts with Group Practitioners shall (a) require Group Practitioner to comply with all of the provisions of this Agreement, (b) be in form acceptable to FamilyCare and (c) be available for inspection on request by FamilyCare. Group shall ensure that each Group Practitioner is credentialed by FamilyCare prior to providing services to Members, and continues to comply with FamilyCare's credentialing and recredentialing Policies and Procedures.

2.2 Covered Services. FamilyCare retains Group and Group Practitioners to render Covered Services to Members within Group Practitioner's Scope of Service. All services shall be rendered subject to the terms and conditions of this Agreement and in accordance with FamilyCare's Policies and Procedures, including referral and Preauthorization procedures.

2.3 Performance. Subject to practice protocols and utilization standards adopted by FamilyCare, Group and Group Practitioners will determine the method, details, and means of performing Covered Services pursuant to this Agreement. Covered Services rendered will be provided as promptly as practicable, consistent with sound medical practice and in accordance with accepted community professional standards. Group agrees at all times to maintain a sufficient number of Group Practitioners to guarantee prompt and adequate access to FamilyCare Members.

2.4 Personnel, Equipment and Supplies. Group or Group Practitioners shall, at Group or Group Practitioner's sole cost and expense, arrange for the provision of Covered Services. Subject to practice protocols and utilization standards adopted by FamilyCare, FamilyCare may not control, direct, or supervise Group or Group Practitioners in the performance of Covered Services. Group or Group Practitioner will supply all necessary office personnel, equipment, instruments and supplies required to perform Covered Services and which are usual and customary for a medical practice in the community. Group or Group Practitioner shall be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to personnel employed or contracted by Group or Group Practitioner, as applicable.

2.5 Hours. Group and Group Practitioners will arrange for the provision of Covered Services during normal office hours or as otherwise necessary to provide reasonable access to services by Members. Group and Group Practitioners will arrange for call coverage for Medically Necessary services on a 24-hour per day, seven day per week basis.

2.6 Referral and Preauthorization Procedure. Group and Group Practitioners shall comply with Referral and Preauthorization procedures adopted by FamilyCare prior to referring a Member to any individual, institutional or ancillary health care provider. Except as permitted by FamilyCare Policies and Procedures, Group and Group Practitioners shall refer Members only to Participating Providers designated by FamilyCare to provide the service for which the Member is referred. Except as required by applicable law, failure of Group and Group Practitioners to follow such procedures may result in denial of payment for unauthorized treatment. Preauthorization is not required prior to provision of Covered Services in the event of an Emergency or Emergency Medical Condition.

2.7 Hospital Admission Authorization. Group and Group Practitioners shall admit Members for hospital services only to a Participating Hospital unless an appropriate bed or service is unavailable. Except as provided in paragraph 2.9 or otherwise required by applicable law, Group and Group Practitioners may not admit a Member to a hospital on a non-Emergency basis without first receiving Prior Authorization from FamilyCare, or its designated agent, in accordance with FamilyCare's Policies and Procedures.

2.8 Compliance With FamilyCare Pharmaceutical Formularies. Group and Group Practitioners shall comply with pharmaceutical formularies and pharmaceutical prior authorization requirements developed or adopted by FamilyCare, unless otherwise Medically Necessary. In prescribing medications for Members, Group Practitioners shall select the most cost-effective medication that is clinically appropriate for the Member, including, when appropriate and available, generic equivalents and therapeutic equivalents.

2.9 Provision of Non-Covered or Unauthorized Services or Referral Care. Nothing in this Agreement is intended to or shall be construed to require Group or Group Practitioners to deny care to a Member for non-Covered Services or deny services or referral care not otherwise authorized under applicable procedures. The fact that FamilyCare does not or may not provide payment for a service shall not relieve Group or Group Practitioners of the duty to exercise independent professional skill and judgment in advising and treating Members. When referring

Members to non-Participating Providers, Group and Group Practitioners shall inform Members of their potential responsibility for payment. When recommending or offering non-Covered Services to a Member, Group Practitioners shall comply with paragraph 5.3.4.

2.10 Nondiscrimination. Group and Group Practitioners agree that in accordance with the provisions of this Agreement, and within the limits of a Group Practitioner's specialty, not to discriminate in the provision of Covered Services to Members on the basis of membership in a health benefit plan, source of payment, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age, or any other category deemed protected under State or Federal law; and to provide Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to other patients of Group and Group Practitioners.

3. Group Obligations.

3.1 Acceptance of Members. Group and Group Practitioners agree to accept assignment of Members by FamilyCare, subject only to Group Practitioner's Scope of Service. This paragraph does not prevent Group or Group Practitioner from limiting practice to a recognized specialty such as pediatrics, geriatrics or obstetrics and gynecology.

3.2 Practitioner Qualifications. Group will require each Group Practitioner to complete FamilyCare's credentialing process and be approved as a Participating Provider before providing services to Members. Group warrants and represents that each Group Practitioner is, and for the duration of this Agreement shall remain, duly licensed to practice Group Practitioner's health care profession in all states in which Group Practitioner provides services to Members and is, and for the duration of this Agreement shall remain, in good standing with the appropriate licensing board(s), a participating provider in Medicare, and the holder of a valid DEA Certificate (if applicable). Group warrants that each Group Practitioner shall maintain medical staff membership and clinical privileges appropriate to Group Practitioner's professional practice at a Participating Hospital that is a hospital in good standing and without restriction or limitation unless such membership and privileges are not required under FamilyCare's credentialing Policies and Procedures. Group warrants that each Group Practitioner is currently, and for the duration of this Agreement shall remain, in compliance with FamilyCare's credentialing and recredentialing criteria. Group and Group Practitioner do not and will not during the term of this Agreement employ or contract with any person who is excluded from participation in Medicare or Medicaid.

3.3 Covering Provider. If Group or a Group Practitioner is, for any reason, from time to time unable to provide those Covered Services Group has agreed to render under this Agreement when and as needed, Group or Group Practitioner may secure the services of a qualified covering provider who shall render such Covered Services. The covering provider must be a provider approved by FamilyCare to provide the Covered Services to Members otherwise required of Group or Group Practitioner. Group or Group Practitioner shall be solely responsible for securing the services of such covering provider. Group or Group Practitioner shall ensure that the covering provider: (a) looks solely to Group or Group Practitioner, FamilyCare, or the Plan(s), as the case may be, for compensation; (b) accepts FamilyCare's credentialing and peer review procedures; (c) does not directly bill Members for Covered

Services under any circumstances, unless expressly required by the Plan(s); (d) obtains authorization in accordance with FamilyCare's utilization management program prior to all elective hospitalizations; and (e) complies with the terms of this Agreement and policies, procedures, and rules adopted by FamilyCare related to performance of medical services under this Agreement.

3.4 Withdrawal from Care. Prior to withdrawing from a Member's care, Group or Group Practitioner shall contact FamilyCare to enlist assistance with resolution of issues giving rise to the proposed withdrawal. Group or Group Practitioner will cooperate with FamilyCare to attempt to resolve the issues for 30 days. In the event the issues cannot be resolved satisfactorily, Group or Group Practitioner shall give FamilyCare and the affected Member(s) at least 30 days' prior written notice of intent to withdraw from care of Member(s), shall cooperate fully with FamilyCare in transferring care of the Member(s) to another Participating Practitioner, and shall continue provision of care for urgent needs and prescriptions for at least 30 days from the date of notice of withdrawal. Notwithstanding the foregoing, if a Member has exhibited behavior that is verbally or physically threatening or if other unusual circumstances require prompt action for the protection of Group, Group Practitioners, the Member or others, Group may withdraw from the care of a Member on such written notice to the Member and FamilyCare as is reasonable and consistent with accepted standards of professional practice considering the circumstances, and shall thereafter cooperate fully with FamilyCare in transferring care of the Member to another Participating Provider.

3.5 Compliance with Law and Ethical Standards.

3.5.1 Group and Group Practitioner shall at all times during the term of this Agreement comply with all applicable federal, state, and municipal laws, statutes, and ordinances, and any regulations promulgated thereunder; all applicable rules and regulations of each Group Practitioner's licensing board(s); and the ethical standards of the applicable professional association.

3.5.2 In particular, and not to the exclusion of any other applicable law or regulation, Group and FamilyCare acknowledge that in the course of performing under this Agreement, they may use or disclose to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If requested to do so by FamilyCare, Group will execute a Business Associate Agreement in a form acceptable to FamilyCare.

3.5.3 Group will cooperate with and participate in FamilyCare's compliance plans, including provision of information, cooperation with auditing and monitoring activities, participation in training and education, and implementation of compliance initiatives and programs as reasonably requested by FamilyCare from time to time.

3.6 Compliance With FamilyCare Policies and Procedures. Group agrees to be bound by the Policies and Procedures of FamilyCare as they may be amended from time to time. If

Group or Group Practitioner violates any of the provisions of such Policies and Procedures, or any of the principles of professional conduct adopted by FamilyCare, or acts contrary to or in violation of any Medicare laws or regulations, all contractual rights under this Agreement which pertain to Group or Group Practitioner may be terminated in accordance with the Term and Termination section of this Agreement and applicable law.

3.7 Utilization Management and Quality Assurance Programs. FamilyCare has and will maintain utilization management and quality assurance and other operational programs and policies to guide and review individual and aggregate performance of Participating Providers in the delivery of Covered Services. Review may include but not be limited to Medical Necessity and compliance with clinical protocols, referral requirements, Preauthorization standards, and the evaluation of the results of care. Group and Group Practitioners shall cooperate fully with FamilyCare in any inquiries FamilyCare may make with respect to such programs. Group and Group Practitioners agree to comply with and, subject to Participating Provider rights of appeal or reconsideration, shall be bound by such policies and programs. Group and Group Practitioners agree that decisions of FamilyCare's utilization management or quality assurance committees may include denial of payment for Covered Services provided to a Member when services are provided in a manner inconsistent with FamilyCare's Policies and Procedures or, in appropriate situations, termination of this Agreement as provided herein.

3.8 Fraud and Abuse Programs. Group and Group Practitioners agree to comply with FamilyCare's fraud and abuse program and questionable or inappropriate billing practices Policies and Procedures.

3.9 Grievance Procedures. FamilyCare will have Policies and Procedures for appealing Member disputes related to prior authorization and referral procedures. Group and Group Practitioners shall comply with both Member and Participating Provider grievance and appeal procedures and shall be bound by such procedures.

3.10 Patient Advocate. Group Practitioners practicing in conformity with ORS 677.095 may act as a patient advocate regarding a decision, policy, or practice without being subject to termination or penalty for the sole reason of such advocacy. Group Practitioners can freely communicate with patients regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations. When communicating about Non-Covered Services, Group Practitioners shall comply with paragraph 2.8 and paragraph 5.3.4 of this Agreement.

3.11 Provider Directory. Group and Group Practitioner agree that FamilyCare may use the name, specialty, board certification, medical school(s), addresses, phone numbers, and type of practice of Group and Group Practitioners with regard to access and acceptance of new patients, in the FamilyCare directory of Participating Providers.

3.12 Patient Consents. To the extent required under state or federal law, Group and Group Practitioners shall obtain the consent of Members to allow Group and Group Practitioners to use and disclose to FamilyCare and Participating Providers the Member's Protected Health Information (as defined by HIPAA) for purposes contemplated by this Agreement.

3.13 Medical Records. Group or Group Practitioners shall maintain with respect to each Member receiving Covered Services hereunder a single standard medical record in such form, containing such information, and preserved for such time period(s), as are required by state and federal law, accepted standards of practice and FamilyCare Policies and Procedures. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Group and Group Practitioners shall share such records with Participating Providers in accordance with FamilyCare's Policies and Procedures, and permit FamilyCare, and its designated representatives, to review or inspect such records in accordance with payment, utilization management, quality assurance, peer review and other Policies and Procedures of FamilyCare. Copies of such records shall be made available to FamilyCare upon request without charge.

3.14 Required Information. Group and Group Practitioners shall provide FamilyCare with information necessary for FamilyCare to fulfill its obligations with and to comply with state and federal law. Group and Group Practitioners authorize FamilyCare to release information as required by state and federal law and shall promptly procure such additional consents as may be necessary from time to time for purposes of this paragraph.

3.15 Cooperation with Plan and FamilyCare Medical Directors. Group and Group Practitioners acknowledge that contracting Plans will place certain obligations upon FamilyCare regarding the quality of care received by Members and that contracting Plans in certain instances will have the right to oversee and review the quality of care administered to Members. Group and Group Practitioners agree to cooperate with FamilyCare's Medical Directors and the medical directors of contracting Plans in their review of the quality of care administered to Members and to submit information as requested.

3.16 Notice to FamilyCare. Group and Group Practitioners will notify FamilyCare, in writing, within three working days, of any of the following events affecting Group or Group Practitioner: loss of licensure, accreditation or participating provider status in Medicare; notice of any claim, demand or complaint involving a Member; termination, suspension, restriction or non-renewal of a Group Practitioner's clinical privileges or staff membership with any hospital, health plan or provider organization; loss of insurance coverage required by this Agreement.

4. FamilyCare Obligations.

4.1 Eligibility Determinations and Reports. FamilyCare will make eligibility information available to Group and Group Practitioner by telephone or by electronic means.

4.2 Authorizations. FamilyCare will provide authorization for non-Emergency Covered Services in the form of a Preauthorization and shall certify or recertify lengths of stay if required by telephone contact or other mutually agreeable form of communication between Group or Group Practitioner, the Member's Primary Care Provider or referral provider and/or FamilyCare personnel, according to FamilyCare's Quality Improvement and Utilization Management Policies and Procedures.

4.3 Claims Processing. FamilyCare shall be responsible for adjudicating and paying claims for Covered Services consistent with the terms of this Agreement and FamilyCare's Policies and Procedures.

4.4 Policies and Procedures. FamilyCare will make its Policies and Procedures available to Group and Group Practitioner in accordance with applicable laws and regulations.

4.5 Compliance with Law. FamilyCare shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, statutes and ordinances, and any regulations promulgated thereunder.

5. Services and Compensation.

5.1 Compensation. FamilyCare agrees to pay Group or Group Practitioner for Covered Services rendered by Group or Group Practitioner to Members, within Group or Group Practitioner's Scope of Service, at the lesser of Group or Group Practitioner's billed charges or the rate determined in accordance with the terms of the Services and Compensation Attachment, which is attached hereto as Attachment A and as attached made a part of this Agreement. Compensation amounts, methodologies or formulas may vary for other providers.

5.2 Payment of Compensation by FamilyCare.

5.2.1 To be considered for payment, Group or Group Practitioner shall submit to FamilyCare a Clean Claim on a completed CMS 1500 statement, CMS 1450 or HIPAA ANSI, or successor forms, within 60 days following the provision of Covered Services, including services reimbursed under a Capitation Fee. Group and Group Practitioners will submit such additional encounter data as FamilyCare may request, including accurate and specific data describing the services rendered. Group and Group Practitioners will follow Medicare Correct Coding guidelines, or other industry standard coding guidelines approved by FamilyCare in coding services in all claims and data submitted to FamilyCare. Claims for payment must reflect Co-payments, Coinsurance and Deductibles collected or to be collected. Claims submitted for payment beyond twelve months (or any shorter period established by applicable law or regulation) from the date Covered Services were provided may be denied in FamilyCare's sole discretion. FamilyCare agrees to pay a Clean Claim within the time required by applicable state and federal law.

5.2.2 FamilyCare shall not be obligated to make payment to Group or Group Practitioner if Group or Group Practitioner fails to obtain a referral in accordance with FamilyCare Policies and Procedures, if the patient is not a Member at the time of service, if information provided to FamilyCare is materially inaccurate, or if the delivery of service does not comply with applicable FamilyCare Policies and Procedures.

5.2.3 Nothing herein requires FamilyCare to adopt, or prevents FamilyCare from adopting, different billing and payment policies with respect to workers' compensation cases or other situations in which FamilyCare is or could be a secondary or conditional source of reimbursement for Covered Services.

5.3 Patient Billing.

5.3.1 Group and Group Practitioners shall look only to FamilyCare for compensation for Covered Services and shall at no time seek compensation from Members or persons acting on their behalf for Covered Services. In the event of non-payment by FamilyCare for any reason, Group and Group Practitioners shall not bill or otherwise attempt to collect from Members any amounts owed by FamilyCare and shall continue providing services to Members for the duration of the period for which premium payment has been made by or on behalf of the Member and until Member is discharged from the hospital (if applicable). No surcharge to any Member shall be permitted. A surcharge shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in the Plan.

5.3.2 Group and Group Practitioners shall bill and make reasonable efforts to collect all Co-payments, Coinsurance and Deductibles from Members as specifically permitted in the Plan, if such amounts have not been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits.

5.3.3 Group and Group Practitioners shall not bill a Member for otherwise Covered Services denied as a result of utilization management, Medical Necessity determination, or audit activity.

5.3.4 Group and Group Practitioners shall not bill Member for any non-Covered Services unless Group or Group Practitioner has obtained prior written agreement from the Member and such billing is permitted under the Plan or otherwise permitted by CMS. Group or Group Practitioner shall not bill Member for missed appointments.

5.3.5 Group and Group Practitioners agree the provisions of this Section 5 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members.

5.4 Coordination of Benefits and Third Party Liability.

5.4.1 Coordination of Benefits ("COB") refers to the determination of which two or more health benefit plans will apply, either as primary or secondary coverage, for the rendition of hospital, surgical or medical services to a Member. Such coordination is intended to preclude the Member from receiving an aggregate of more than 100 percent of covered charges from all coverage. When the primary and secondary benefits are coordinated, determination of liability will be in accordance with the usual procedures employed by the Oregon Department of Consumer and Business Services and applicable state and federal regulations.

5.4.2 Group and Group Practitioners shall maintain records to identify any third party or payor responsible for payment for services provided to Members. Group and Group Practitioners shall notify FamilyCare within 30 days of any potential responsible third party and shall provide FamilyCare with all relevant identifying information concerning the Member, the claim and the third party resource available to Group or Group Practitioners.

5.4.3 Group or Group Practitioners agree to coordinate with FamilyCare for proper determination of COB and third party liability, and to bill and collect from other payors those charges for which the other payor is responsible. Group and Group Practitioners shall report all collections received in accordance with this paragraph to FamilyCare. FamilyCare

shall not be obligated to pay Group or Group Practitioners any amounts which, when added to the amounts paid to Group or Group Practitioners in accordance with this paragraph by other payors, would exceed the reimbursement for which FamilyCare would be obligated in the absence of such payments from other payors.

5.5 Overpayments. FamilyCare will conduct retrospective reviews of claims and reimbursements to Group or Group Practitioners. Group and Group Practitioners will refund to FamilyCare all overpayment amounts paid to Group or Group Practitioners, whether not properly payable under paragraph 5.2, due to clerical error, failure to apply or follow applicable Policies and Procedures, third party recovery or other reason. Overpayments shall be refunded to FamilyCare within 30 days of notification to Group or Group Practitioners that a refund is due or within 60 days of identification of an overpayment by Group or Group Practitioners, whichever is earlier. If Group or Group Practitioner fails to refund an overpayment within 30 days after FamilyCare's notification, FamilyCare may withhold any overpayment amount from future payments for services rendered by Group or Group Practitioners. If a refund is not timely received, FamilyCare may initiate a collection or legal proceeding to recover overpayment amounts; in a collection or legal proceeding to recover overpayment, FamilyCare shall be entitled to recover its reasonable attorneys' fees and costs incurred in such proceeding.

5.6 Accounting and Reports.

5.6.1 To the extent that payments to Group or Group Practitioners for Covered Service include financial risk withholds, FamilyCare shall provide an accounting of risk withhold funds on an annual basis or as required by law. Requests for information under this paragraph concerning such accounting must be made within two years after the end of the agreement term pertaining to the requested information.

5.6.2 Upon request by Group, FamilyCare shall provide an annual accounting accurately summarizing the financial transactions between FamilyCare and Group and Group Practitioners for the preceding calendar year.

6. Term and Termination.

6.1 Term of Agreement. This Agreement will become effective on the Effective Date set forth on the signature page and will continue until terminated in accordance with this Section 6.

6.2 Immediate Termination. This Agreement may be immediately terminated upon delivery of written notice to the other party, or at such later date as may be set forth in the written notice, if any of the following occurs.

6.2.1 Federal or state regulations or guidelines are modified or changed in such a way that Covered Services are no longer allowable or appropriate for purchase under this Agreement;

6.2.2 Group or Group Practitioner or FamilyCare is found to be in violation of any state or federal law or regulation;

6.2.3 Any license, certification, or privilege required by law or regulation to fulfill obligations under this Agreement is for any reason revoked, restricted, limited, suspended or not renewed;

6.2.4 Group or Group Practitioner or FamilyCare is suspended or excluded from participating in the Medicare program;

6.2.5 Group or Group Practitioner fails to maintain insurance required by this Agreement; or

6.2.6 Group or Group Practitioner is convicted of a felony; dies; retires; is adjudicated incompetent; loses his or her hospital privileges (unless such privileges are not required under FamilyCare's credentialing Policies and Procedures); or voluntarily leaves active practice in FamilyCare's service area for a period of 6 months or more.

6.3 Termination by FamilyCare. FamilyCare may terminate this Agreement immediately on written notice to Group if FamilyCare reasonably determines that the health, safety or welfare of Members may be jeopardized by continuation of this Agreement.

6.4 Termination Without Cause. This Agreement may be terminated without cause by Group or FamilyCare upon 90 days prior written notice. Upon such termination, the rights of Group and Group Practitioners shall terminate; provided, however, that such action shall not release Group and Group Practitioners from obligations to persons then receiving treatment. If this Agreement is terminated under this paragraph 6.4, payment for Covered Services provided prior to termination shall be made in accordance with this Agreement.

6.5 Termination for Breach. If either party commits a material breach of this Agreement, the other party may commence to terminate the Agreement by giving written notice to the party committing the breach stating its intention to terminate and starting with particularity the alleged breach. If the breach is not cured within 30 days after the notice is given, the other party may terminate this Agreement immediately upon written notice. This right of termination shall be in addition to all other rights and remedies.

6.6 Responsibility for Members at Termination. Group or Group Practitioners shall continue to provide Covered Services to a Member who is receiving Covered Services from Group or Group Practitioners on the effective termination date of this Agreement until the Covered Services being rendered to the Member by Group or Group Practitioners are completed (consistent with existing medical ethical/legal requirements for providing continuity of care to a patient), unless FamilyCare makes reasonable and medically appropriate provision for the assumption of such Covered Services by another Participating Provider. Group or Group Practitioner shall be compensated for those Covered Services provided to a Member pursuant to this paragraph (prior to and following the effective termination date) in accordance with compensation provisions stated in the applicable Services and Compensation Attachment or by mutual agreement.

6.7 Effect of Termination. Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising under this Agreement prior to the effective date of termination or upon those provisions which are specifically identified as surviving termination.

6.8 Termination With Cause of Less Than Entire Agreement. FamilyCare may, at its sole discretion, choose to terminate an individual Group Practitioner providing Covered Services under this Agreement whose conduct would otherwise give FamilyCare cause to terminate this Agreement in its entirety, who does not meet FamilyCare's credentialing requirements, or on request of a Plan. Upon such individual termination, the Agreement shall remain in effect as to Group and all other Group Practitioners.

6.9 Credentialing and Hearings Process. Group and Group Practitioners will comply with FamilyCare's hearings process as set forth in its Policies and Procedures. FamilyCare may suspend, restrict or terminate Group or a Group Practitioner's privileges to see Members in accordance with its Policies and Procedures. In the event that Group Practitioner's status is terminated in accordance with such Policies and Procedures, Group Practitioner's participation under this Agreement shall automatically terminate. If FamilyCare proposes to terminate Group Practitioner's participation under this Agreement, Group Practitioner may be entitled to a review or hearing as provided by FamilyCare's Policies and Procedures.

7. Addition of Plan or Amendment of Services and Compensation Attachment.

7.1 New Plan. FamilyCare may, in its sole discretion, notify Group from time to time of new Plans by sending Group a Services and Compensation Attachment covering each new Plan in which FamilyCare wishes Group and Group Practitioners to participate as provided in paragraph 11.1. If Group rejects the proposed Attachment within 30 days in accordance with paragraph 11.1, such Attachment shall not go into effect. If such Attachment becomes effective as provided in paragraph 11.1, Group shall notify its Group Practitioners about the new Plan and shall make any contract amendments required to make the terms and conditions of the new Attachment binding on its Group and Group Practitioners.

7.2 Amendment of Services and Compensation Attachment. FamilyCare may amend a Services and Compensation Attachment from time to time. Any such amendment shall be sent to Group as provided in paragraph 11.1. If Group rejects the amended Attachment within thirty (30) days in accordance with paragraph 11.1, then either party may terminate this Agreement in accordance with Section 6; until any such termination is effective, the Services and Compensation Attachment effective prior to termination shall continue in effect.

8. Relationship of the Parties. Nothing in this Agreement shall create any relationship between FamilyCare and Group or Group Practitioner other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the parties nor any of their respective employees or agents shall be deemed to be the employee or agent of the other. Except as specifically provided otherwise in this Agreement, FamilyCare shall have no authority to control or direct the time, place or manner in which Covered Services are provided by Group or Group Practitioner to Members.

9. Indemnification and Insurance.

9.1 Indemnification.

9.1.1 The parties mutually agree to indemnify and to hold each other (including their officers, agents and employees) harmless against any and all claims, demands, damages,

liabilities and costs incurred by the other party, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the breach of this Agreement by or willful misconduct of the indemnifying party or its employees or agents. The fact that a person or entity is a Participating Provider does not make such person an agent of FamilyCare. The principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision.

9.1.2 FamilyCare shall not be liable to Members for any act of malpractice on the part of Group or Group Practitioners and Group and Group Practitioners shall indemnify, defend, and hold harmless FamilyCare from any such liability. The indemnity in the immediately preceding sentence shall not apply to any alleged act of independent liability on the part of FamilyCare, or any of its respective employees or agents.

9.2 Liability Insurance. Group and Group Practitioners agree to ensure that it and all persons and entities performing services for Group or Group Practitioners under this Agreement maintain such policies of general liability and professional liability insurance or such other program of liability coverage as may be customary and acceptable to FamilyCare to insure Group and Group Practitioners, and its and their employees, and agents, against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any health care service provided under this Agreement, the use of any property and facilities provided by Group or Group Practitioners, and activities performed by Group or Group Practitioners in connection with this Agreement. The amounts and extent of such insurance coverage shall be subject to the approval of FamilyCare, which approval shall not be unreasonably withheld. Certificates of Insurance for the above insurance policies shall be provided to FamilyCare upon request and shall provide that FamilyCare be given at least 30 days' prior written notice of reduction or cancellation of such coverage. Any declaration sheets, exclusions, endorsements, or information on any incident which might reasonably result or has resulted in a lawsuit or legal action may be requested by FamilyCare as deemed necessary. FamilyCare recognizes that if Group is a public entity its liability may be limited by applicable law.

9.3 Tail Coverage. In the event that any policy required by this Section 9 is a "claims made" policy, a "tail" policy (extended reporting endorsement) shall be obtained by the insured party upon termination of such a policy as required to continuously maintain coverage under such policy throughout the term of this Agreement and for a period of not less than five years following the date of termination of the policy required by this paragraph. The "tail" policy shall have the same policy limits as the policy it extends.

9.4 Contracted Providers. If Group or Group Practitioners contract with health care professionals to provide services to Members, each contract between Group or Group Practitioners and such health care professionals shall require such health professionals to agree to and comply with all of the provisions of this Agreement, including this Section 9, as if such providers were a party to this Agreement. FamilyCare must authorize the use of a contractor to perform services covered under this Agreement prior to any such services being provided. FamilyCare has the sole discretion to deny authorization for contracting of health care services to be provided for Members. Group and Group Practitioners, and not FamilyCare, shall be responsible for any compensation or remuneration owed to such contractor.

9.5 Survival. This Section 9 shall survive termination of this Agreement.

10. Access and Maintenance of Records and Information.

10.1 Access. This Agreement and all records which are directly pertinent to this Agreement necessary to verify the nature and extent of costs of services provided by Group or Group Practitioners, or relating to medical services, price, performance, compliance, quality of services and timeliness of services, will be made available to FamilyCare, the State of Oregon, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services, the Comptroller General of the United States, and all of their duly authorized representatives as may be necessary for compliance by FamilyCare with all applicable federal and state laws and regulations. Such representatives shall have access to documents, papers, and records of Group and Group Practitioners, which are pertinent to the Plan for the purpose of making examination, excerpts and transcripts. Group and Group Practitioners shall, upon 30 days' notice provide a suitable work area and copying capabilities or make such copies as requested to facilitate such a review upon reasonable written notice to Group or Group Practitioners. Such rights to inspect and copy records and information shall continue for 10 years following the date of termination of this Agreement or completion of any audit commenced prior to termination, whichever is later. Group and Group Practitioners shall include a provision requiring any contractor of Group or Group Practitioners providing services under this Agreement to comply with this paragraph, and shall require all organizations related to Group and Group Practitioners to comply with this paragraph.

10.2 Medical Records (Maintenance and Access). Medical records of Members shall be maintained and preserved by Group and Group Practitioners for a time period of no less than 10 years in accordance with general standards applicable to such records. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Group and Group Practitioners shall permit FamilyCare, FamilyCare's designated representatives, or applicable state and federal regulatory agencies to inspect such records, and shall provide copies of such records to FamilyCare upon request. If an audit, litigation, or other action involving the records is started before the end of the 10-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 10-year period, whichever is later.

10.3 Financial Records (Maintenance and Access). Group and Group Practitioners agree to cooperate with FamilyCare so that FamilyCare may meet any state or federal access requirements imposed on FamilyCare and arising out of this Agreement. Group and Group Practitioners shall maintain financial records, including the amounts of any payments received from FamilyCare, Members or from others on behalf of Members, for at least ten years after final payment is made under this Agreement. If an audit, litigation, or other action involving the records is started before the end of the ten-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the ten-year period, whichever is later. All such records shall be maintained pursuant to generally accepted accounting standards and in accordance with applicable state and federal law and all regulations issued pursuant thereto. Group and Group Practitioners shall provide access to such records to FamilyCare, FamilyCare's designated representatives, and state and federal regulatory agencies, as may be required.

10.4 Confidentiality and Proprietary Information. The parties agree to maintain the confidentiality of this Agreement and all documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of the other party. Upon request, the parties agree to return all copies of documents containing the other party's proprietary information upon termination of this Agreement and to otherwise keep such proprietary information confidential..

10.5 Review Charges. Medical or financial records requested by FamilyCare for claims payment, concurrent and/or retrospective review or for audit under the Quality Improvement and Utilization Management Programs shall be provided to FamilyCare by Group or Group Practitioners. Neither FamilyCare nor Member will be charged a fee for the cost associated with providing copies of such records or documents.

10.6 Access to Medical Records Upon Termination. Group and Group Practitioners shall provide FamilyCare and Members with reasonable access to medical records of Members maintained by Group or Group Practitioner for a period of ten years after the termination of this Agreement, and at any time thereafter that such access is required in connection with a Member's medical care. FamilyCare will be entitled to obtain copies of Member's medical records if it either makes arrangements to have such copies prepared on Group or Group Practitioner's premises (in which case, Group or Group Practitioner will be entitled to reimbursement for the reasonable costs incurred in collecting the records and supervising the copying process), or agrees to reimburse Group or Group Practitioner for the reasonable cost of preparing such copies. The provisions of this paragraph will not operate to waive or limit any restriction on release or disclosure of patient records established in any other provision of this Agreement or as otherwise required by law. The provisions of this paragraph will not operate to waive or limit any right of access to medical records that Members have under any provision of state or federal law.

10.7 Survival of Provisions. This Section 10 will survive the termination of this Agreement.

11. Miscellaneous.

11.1 Amendment. This Agreement may be amended, and an Attachment to this Agreement may be amended or added, at any time upon the written agreement of the parties. FamilyCare may amend this Agreement, or amend or add an Attachment to this Agreement, by notifying Group in writing of the proposed amendment or addition. If no written objection to such amendment or addition is received by FamilyCare within 30 days of the date of the notice, such amendment or addition shall become effective without any further action required of FamilyCare or Group and Group Practitioners. If Group or Group Practitioner objects to such amendment or addition within the 30-day period, such amendment or addition will not go into effect. If state or federal law, government agency regulations or accrediting agency requirements change and affect any provisions of this Agreement or an Attachment to this Agreement, then this Agreement or the applicable Attachment will be amended to conform with such changes effective on notice to Group or Group Practitioners of the required amendments. FamilyCare will give Group and Group Practitioners written notice of such required changes.

11.2 Dispute Resolution and Arbitration. In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt in good faith mutually to resolve the dispute. If the parties are unable to resolve the dispute, then all matters in controversy shall be submitted to binding arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The parties agree to be bound by the decision of the arbitrator, which shall be a final determination of the matter in dispute. The parties further agree to divide the cost of mediation or arbitration equally, including filing, administration, and mediator's or arbitrator's fees, but to be responsible each for its own attorneys' fees and other costs incurred. In the event suit or legal action is instituted by any party seeking interpretation of the terms hereof, seeking redress for a breach of this Agreement, or seeking to enforce or to invalidate an arbitration award, each party shall be responsible for its own attorneys' fees and costs, except as provided by paragraph 5.5.

11.3 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Group or Group Practitioner may not assign its rights, duties or obligations under this Agreement without the prior written consent of FamilyCare. Any merger, consolidation, share exchange or transaction involving a change in the ownership of more than 50 percent of any class of shares, membership units, partnership units or other such interests of Group shall constitute an assignment for purposes of this paragraph 11.3. FamilyCare may assign this Agreement to a successor by affiliation, merger, acquisition or transfer of assets or otherwise without consent of Group.

11.4 No Third Party Beneficiary. Except as expressly provided in paragraph 5.3 or a Services and Compensation Attachment, nothing in this Agreement, express or implied, shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns as provided herein.

11.5 Notice. All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, regular or certified mail; or on the date transmitted electronically to the email address of the other party or by facsimile. Any party may designate a different address or a different person for all future notices by notice given in accordance with this paragraph.

11.6 Entire Agreement. This Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

11.7 Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. Both parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against the drafting party.

11.8 Severability. The invalidity of any term or provision of this Agreement shall not affect the validity of any other provision.

11.9 Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

11.10 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Oregon.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall constitute one agreement, even though all parties do not sign the same counterpart.

11.12 Required Medicare Contract Language. The contract provisions set forth in the attached Medicare Advantage – Specific Provisions Attachment are specifically incorporated into this Agreement by this reference. In the event there is a conflict between the language in this Agreement and the provisions in such Attachment, then the Medicare Advantage – Specific Provisions Attachment shall control.

11.13 Attachments. All Attachments referred to in this Agreement are incorporated by reference.

The parties, by signature of their authorized representatives on the signature page of this Agreement, agree to be bound by the terms and conditions of this Agreement.

[ORIGINAL SIGNATURE PAGE ON FILE AT FAMILYCARE OFFICE]

FAMILYCARE HEALTH PLANS, INC.
MEDICARE ADVANTAGE GROUP PROVIDER AGREEMENT
SIGNATURE PAGE

This Agreement is made and entered into by the Parties named below, as evidenced by their signatures below.

FAMILYCARE HEALTH PLANS, INC.:

By: _____
(signature)

Name/Title: _____

Dated: _____

Address: 825 NE Multnomah, Suite 300
Portland, OR 97232

GROUP:

By: _____
[signature]

Name/Title: _____

Dated: _____

Address:

_____

_____

Tax Identification Number: _____

EFFECTIVE DATE: _____

10

COPY

CLACKAMAS COUNTY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order to Begin the Legalization Process of Megan Avenue as Used and Traveled in Clackamas County

It has come to the attention of staff that a portion of the existing road surface of Megan Avenue near Molalla, County Road No. 2581 (DTD #63002), does not conform to the location of the road right of way described in county records. ORS 368.201 et seq. provides the County with a method to "legalize" a road where the traveled location of the road does not precisely match the County Road establishment records location, provided the road has been in place and in use for at least 10 years.

Megan Avenue has been in its current location for over 60 years. In order to correct the discrepancies between the road as described and mapped in the County Road establishment records and the road as-traveled, staff recommends the Board initiate the road legalization process. Legalization of this portion of the road will result in the legal right of way conforming to the road as it is now traveled and used. This will accommodate the road improvements within the existing right of way including public utilities.

Following initialization from the Board, the process for road legalization requires the road to be surveyed, the county road official to prepare a written report documenting the findings of the survey, and notice of the proceedings to be provided to all owners of abutting land. Abutting land owners will then have an opportunity to be heard regarding the process and an opportunity to request compensation if any structure is found to be encroaching into the newly described right of way.

Staff has conducted a preliminary assessment of Megan Avenue, and it is not anticipated that any compensation to adjacent landowners will be necessary as there do not appear to be any structures encroaching into the as-traveled right of way. While it is possible landowners may submit claims, it does not appear that any payment will be necessary.

The financial impact of conducting the road legalization process is expected to include the cost of conducting a survey of the road as well as staff time to compose a report and to consider any claims that are submitted. These costs, however, will likely be offset in the long-term because legalizing the road will help to prevent subsequent legal challenges involving the lawful location of the road.

At the close of the road legalization process, staff expects to request the Board to sign a final order finding it in the public interest to complete the road legalization process and ordering staff

to record and document the as-traveled location of the road and that order shall be definitive evidence of the legal location of the road and void all other possible locations.

County Counsel has reviewed and approved the attached Board Order.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order initializing the process of road legalization.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For additional information on this issue or copies of attachments, please contact Geffory Adair at 503-742-4484.

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

In the matter of preparing a written report and surveying a portion of Megan Avenue, County Road No. 2581, DTD Road File No. 63002, Located in the NW 1/4 of Section 6, Township 6 South, Range 3 East of the Willamette Meridian, for road legalization proceedings;	Order No.

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that the Director of the Department of Transportation and Development has determined that the existing records on a portion of Megan Avenue, County Road No. 2581, Department of Transportation and Development road file number 63002, as established by the plat of "GLAN-AVON" (Plat No. 596), are inaccurate or incomplete because the road as traveled and used continuously for more than 64 years does not conform to the location of the right of way described in county records, and/or the legal establishment of the road is in question; and

It further appearing to the Board that under ORS 368.201 et seq, proceedings to legalize a county road may be initiated if the existing records are inaccurate or incomplete due to alterations since the original location and survey, and/or the road as traveled and used for 10 years or more does not conform to the location of the road described in county records, and/or the legal establishment of the road is in question;

NOW THEREFORE IT IS HEREBY ORDERED that in accordance with ORS 368.201 et seq, the Director of the Department of Transportation and Development shall prepare a written report and have surveyed a portion of Megan Avenue, County Road No. 2581, Department of Transportation and Development road file number 63002 and that legalization proceeding for said road is hereby initiated.

ADOPTED this _____ day of _____, 2012

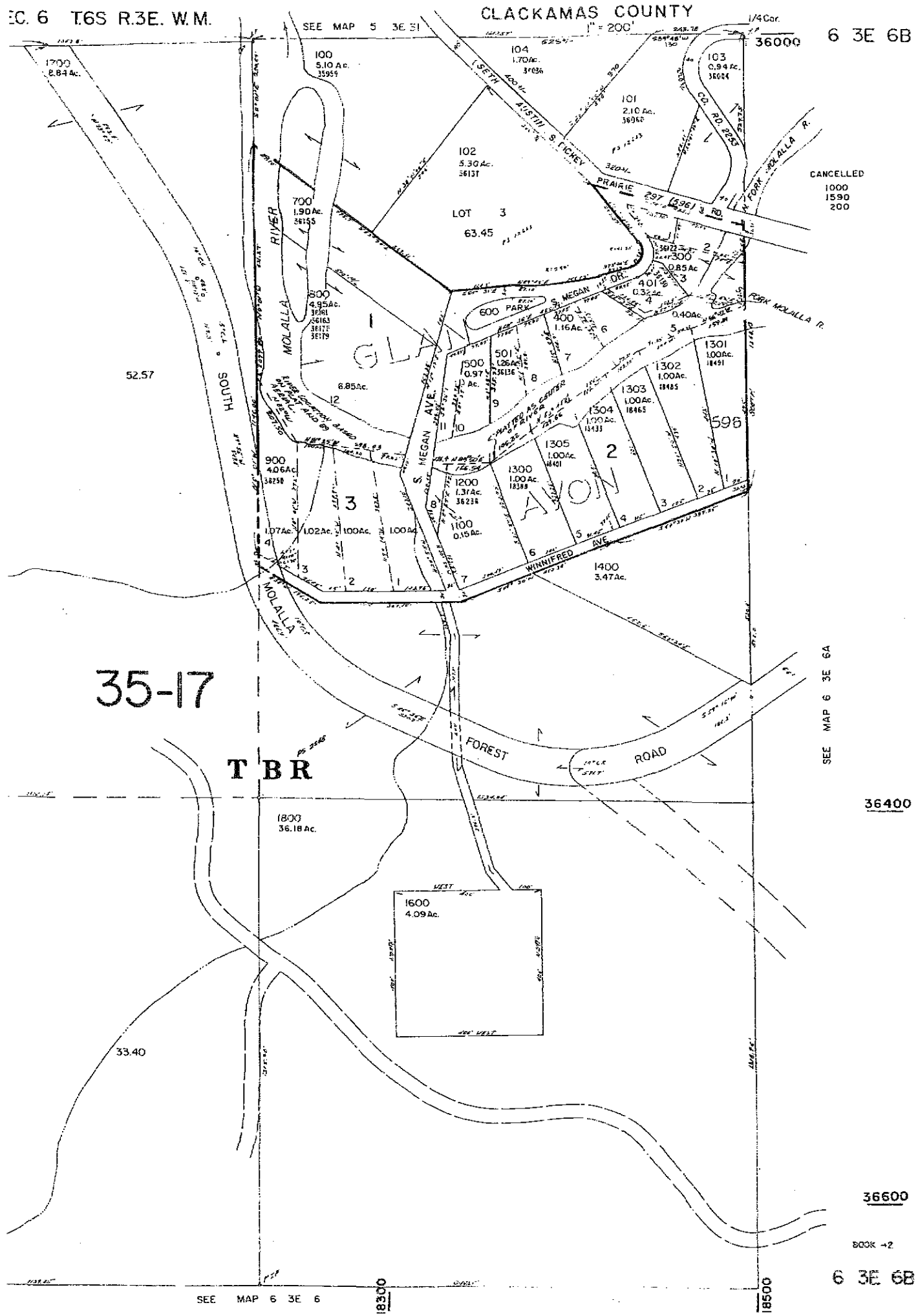
BOARD OF COUNTY COMMISSIONERS

_____

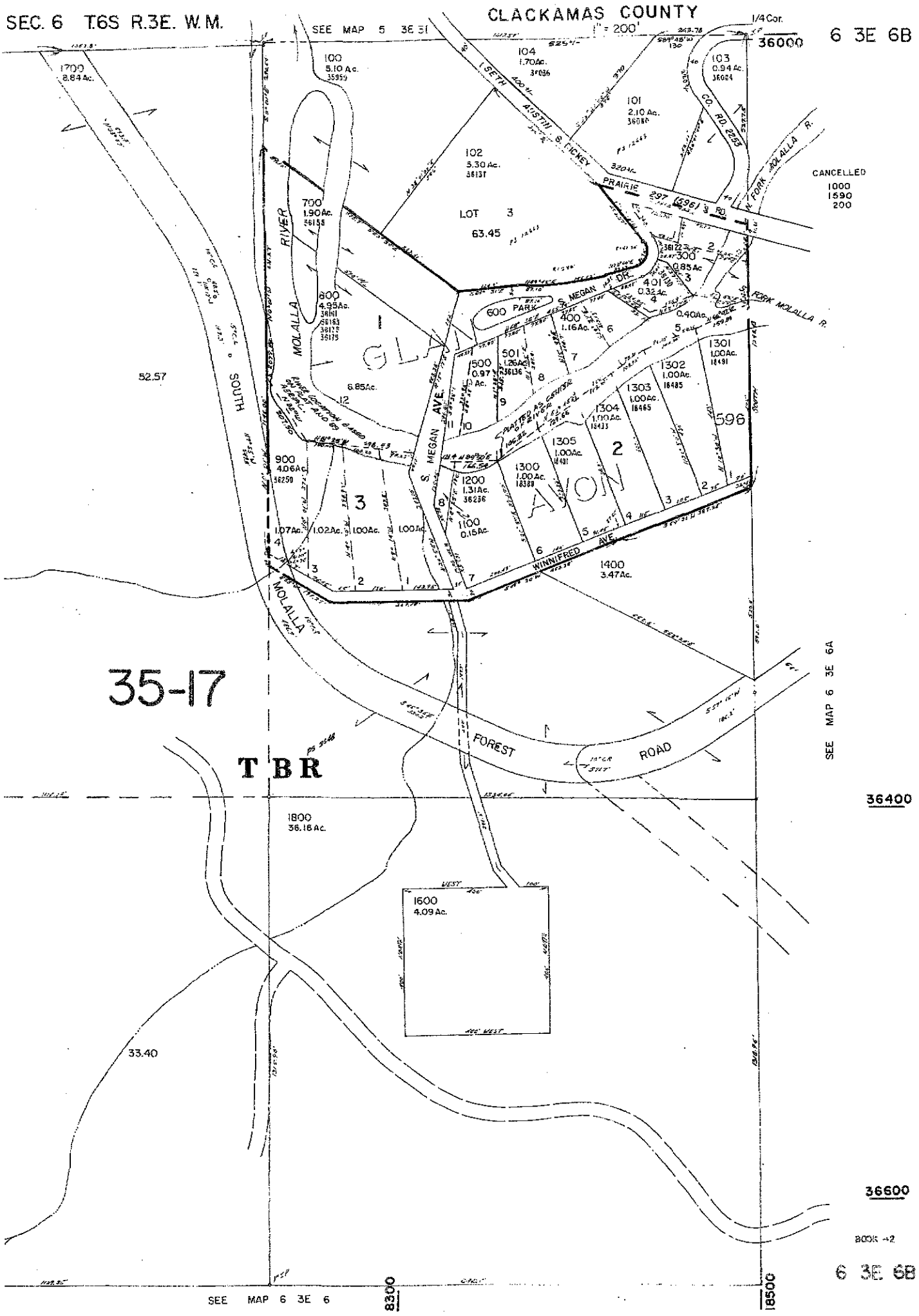
CHAIR

_____

Recording Secretary



EC. 6 T.6S R.3E. W.M.
CLACKAMAS COUNTY
1" = 200'
SEE MAP 5 3E 31
1/4 Cor.
36000
6 3E 6B
1700
8.84 Ac.
100
5.10 Ac.
104
1.70 Ac.
103
0.94 Ac.
101
2.10 Ac.
102
5.30 Ac.
LOT 3
63.45
700
1.90 Ac.
800
4.95 Ac.
6.85 Ac.
300
0.85 Ac.
401
0.32 Ac.
400
1.16 Ac.
0.40 Ac.
1301
1.00 Ac.
1302
1.00 Ac.
1303
1.00 Ac.
1304
1.00 Ac.
1305
1.00 Ac.
1300
1.00 Ac.
1200
1.31 Ac.
1100
0.15 Ac.
900
4.06 Ac.
1.07 Ac.
1.02 Ac.
1.00 Ac.
1.00 Ac.
1400
3.47 Ac.
1800
36.18 Ac.
1600
4.09 Ac.
52.57
33.40
CANCELLED
1000
1590
200
SETH AUSTIN S. PICKEY PRAIRIE 297 (596) RD.
CO. RD. 2253
N. FORK MOLALLA R.
S. FORK MOLALLA R.
MOLALLA RIVER
SOUTH MOLALLA
S. MEGAN AVE.
S. MEGAN DR.
600 PARK
GLADE
AVON
596
WINNIFRED AVE.
FOREST ROAD
35-17
T B R
SEE MAP 6 3E 6A
36400
36600
BOOK 42
6 3E 6B
SEE MAP 6 3E 6
18300
18500


SEC. 6 T.6S R.3E. W.M.
CLACKAMAS COUNTY
1" = 200'
SEE MAP 5 3E 31
1/4 Cor.
36000
6 3E 6B
100
5.10 Ac.
104
1.70 Ac.
103
0.94 Ac.
101
2.10 Ac.
102
5.30 Ac.
LOT 3
63.45
700
1.90 Ac.
800
4.95 Ac.
6.85 Ac.
900
4.06 Ac.
1.07 Ac.
1.02 Ac.
1.00 Ac.
1.00 Ac.
1200
1.31 Ac.
1100
0.15 Ac.
1300
1.00 Ac.
1305
1.00 Ac.
1304
1.00 Ac.
1303
1.00 Ac.
1302
1.00 Ac.
1301
1.00 Ac.
1400
3.47 Ac.
1700
8.84 Ac.
52.57
SOUTH
MOLALLA
RIVER
S. MEGAN AVE.
S. MEGAN DR.
600 PARK
S. FORK MOLALLA R.
N. FORK MOLALLA R.
CO. RD. 2253
SETH AUSTIN & DICKEY PRAIRIE 297 (596) RD.
CANCELLED
1000
1590
200
596
AVON
GLAND
WINNIFRED AVE.
35-17
T B R
FOREST ROAD
SEE MAP 6 3E 6A
36400
1800
36.18 Ac.
1600
4.09 Ac.
33.40
36600
BOOK 42
6 3E 6B
SEE MAP 6 3E 6
8300
18500

11 COPY

CLACKAMAS
COUNTY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Execution of an Intergovernmental Agreement for the
Transfer of the Road Authority for Portions of Pilkington Road and McEwan Road
Outside its City Limits to the City of Lake Oswego

The City of Lake Oswego (the "City") and the County co-sponsored the application for a Safe Routes to School Grant for portions of Pilkington and McEwan Roads to improve pedestrian and bicycle safety for children traveling to River Grove Elementary School. The application was subsequently approved by the U.S. Dept. of Transportation.

It is important that construction of the improvements be completed prior to the start of the school year. In order to accommodate this demanding timetable and to best align responsibilities with the appropriate municipality, the City has requested that the County transfer jurisdiction of those portions of Pilkington Road and McEwan Road that are inside the City limits to the City. This process is governed by ORS 373.270. County staff is taking the necessary steps to bring this transfer of the jurisdiction over County roads inside the City to the Board in separate proceedings according to the statute.

However, the project would best proceed if the County were to also transfer to the City, and the City also accept from the County, the rights and duties of the road authority for those additional portions of Pilkington and McEwan Roads outside the limits of the City which will be improved by the Safe Routes to School Grant. That transfer will be accomplished by the execution of an intergovernmental agreement.

It is appropriate for municipalities such as the County and City to cooperate through intergovernmental agreements along these lines, pursuant to ORS Chapter 190. The attached intergovernmental agreement transfers the road authority for portions of Pilkington and McEwan Roads from the County to the City. The duties of a road authority include responsibilities for construction and reconstruction; improvement, repair, and maintenance; and the issuance of access permits. The intergovernmental agreement has been reviewed and approved by County Counsel.

P. 503.742.4400 | F. 503.742.4272 | WWW.CLACKAMAS.US

Y90

Recommendation

Staff respectfully recommends that the Board approve the intergovernmental agreement with the City of Lake Oswego for the transfer of the power of road authority over those portions of Pilkington and McEwan Roads outside the limits of the City and necessary for the construction of the improvements set out in the Safe Routes to School Grant. Separate proceedings will be brought before the Board, in the manner prescribed by statute, for the transfer of those portions of those roads inside the limits of the City.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

For additional information or copies of attachments,
please contact Bill Garity at 503-742-4674.

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO FOR RIGHTS AND DUTIES AS "ROAD AUTHORITY," REGARDING PORTIONS OF PILKINGTON AND McEWAN ROADS THAT ARE OUTSIDE CITY LIMITS, INCLUDING MAINTENANCE, PERMITTING, AND ROAD STANDARDS.

Whereas, the City of Lake Oswego has authorized entering into this Intergovernmental Agreement pursuant to Resolution 12-06; and

Whereas, Clackamas County has authorized entering into this Intergovernmental Agreement pursuant to Order_____; and

Whereras, this Intergovernmental Agreement concerns the following portions of Pilkington and McEwan Roads (hereafter collectively referred to as "roadways"):

The Portions of Road That are Outside of City Limits (See Attached Exhibits A-1 and A-2)			
Road	**County No.**	**DTD No**	**General Location**
Pilkington Road	2334	21325	18625 Pilkington Road to SW Dawn St.(northside of the intersection)
McEwan Road	1453	21230	From Pilkington Road to SW 65th Avenue (generally the north half of the right-of-way, but not exclusively)

Whereas, ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it, and said roadways lead directly to the City, as shown on Exhibits A-1 and A-2; and

Whereas, ORS Ch. 190 (specifically ORS 190.010) authorizes intergovernmental agreements for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform as "road authority" relating to county roads, including maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ("CITY") AND CLACKAMAS COUNTY ("COUNTY") AGREE AS FOLLOWS:

1. Except as hereafter provided, upon the effective date of this Agreement, the County transfers to the City, and the City accepts and assumes all rights and duties of the County as a road authority for the portions of roadways located outside of the City limits, including but not limited to:

a. Construction and reconstruction
b. Improvement or repair, and maintenance,
c. Review of applications for access permits to the roadway, and the issuance of access permits,

d. Establishing roadway standards.

e. Acquisition of right-of-way, if necessary or convenient.

f. Maintenance and repair of related facilities within the roadway, including storm water facilities, drainage.

g. Review of application of street opening permits for improvements such as public and private utility installations.

2. All costs incurred in carrying out the right and duties stated in Section 1 above shall be the responsibility of the City.

3. Upon the effective date of this agreement, the roadway standards for future access to, work in, or development of the roadways shall be the City roadway standards, as generally applicable to streets of the same classification within the City.

4. County Responsibilities.

a. Maintenance Records. Within 180 days following the effective date of this Agreement, the County shall provide all existing records, at the County's expense, related to the maintenance of the Roadways to City in both a hard copy and electronic format.

b. Unacceptable Conditions. If City determines in its discretion that the striping, reflective pavement markers or signage on any of the Roadways are in an unacceptable condition, City may, within 60 days of the effective date of this Agreement, provide the County with written notice of the unacceptable conditions. Within 180 days following receipt of the written notice, the County shall, at the County's expense, perform the striping, replace reflective pavement markers and replace signs on the Roadways as listed in the notice.

c. Permit Documentation. Within 180 days of the effective date of this Agreement, the County shall supply City with all documents and other information in the County's possession relating to all past as well as pending permits for any road-related work that would impact, or that has impacted the Roadways.

d. Permitting Authority. The County shall retain responsibility for administering all permits pending on the effective date of this Agreement, or for which work authorized by issued permits has not been completed as of the effective date of this Agreement, and that impact the Roadways. The County shall complete administration of these permits and supply City with documentation that work authorized by the permits has been completed, along with all relevant inspection reports and records. Responsibility for administering individual pending permits may be transferred to the City pursuant to mutual agreement between the parties.

e. As-built Information; Maintenance and Operation Records. Within 180 days of the date of this Agreement, the County shall, at the County's expense, provide City existing as-built information for the roadways in both hard copy and electronic format, and shall provide City all existing correspondence files, plans, maps and all other information related to the daily maintenance and operation of the roadways.

f. Future Fees and Permitting. The County waives all rights to future fees and/or permitting associated with the roadways.

g. Transition of Maintenance. The County shall work with City's Public Works Operations Division personnel in providing a smooth transition for the maintenance of the roadways.

h. Matters Impacting Roadways: City's Right to Comment. The County shall inform City in writing of any land use actions, decisions or permits that are pending or that become pending on or after the date of this Agreement that may impact the roadways, and shall consider City's input prior to making any decisions or recommendations related to such actions or prior to issuing any such permits.

i Surface Water Drainage Facilities. City and County staff have conducted an on-site review of the drainage system and agree that certain items need to be addressed prior to the transfer of the surface water system facilities within the roadways:

Prior to acceptance of any existing surface water facilities within the roadways to be transferred, the County will clean and map all existing surface water facilities (including underground injection control (UIC) systems) and provide the City with details such as, but not limited to, location, depth, inlet and outlet elevations, pipe size. This includes surface water drainage facilities on:

- Pilkington Road, from 18646 Pilkington to Dawn St.
- McEwan Road, from 5733 McEwan to its intersection with Pilkington Road.

City and County staff field-reviewed several Underground Injection Control Systems in the said transfer area, and clarified the following status:

(1). The UIC (County No. 92)located just north of McEwan Road in the SW Kristi Way right-of-way will remain the County's responsibility.

(2). The UIC (County No. 74)located east of Pilkington Road in the Tree Street right-of way will remain the County's responsibility.

(3). The UIC (County No. 49)located in the McEwan Road right-of-way along the northerly side at 5733 McEwan Road will be reviewed and analyzed by both City and County staff to determine whether or not it complies with the Oregon Department of Environmental Quality Underground Injection Control Water Pollution Control Facility (WPCF) Permit. The UIC must be registered and certified by DEQ prior to the City accepting responsibility for the facility.

(4). The UIC (WES No. TU18D-2) located along the easterly portion of right-of-way within Pilkington Road at the intersection with McEwan Road is currently the responsibility of Water Environment Services (WES). County and City staff will meet with WES to determine the status of the UIC, and whether or not it complies with the Oregon Department of Environmental Quality Underground Injection Control Water Pollution Control Facility (WPCF) Permit. The UIC must be registered and certified by DEQ prior to the City accepting responsibility for the facility.

k. Traffic Control Signs on County Road Approaches

The County will continue to be responsible for traffic control sign installation, maintenance, and replacement on all county roads that are positioned to control traffic that approach Pilkington and McEwan Roads, regardless whether the sign(s) are in the Pilkington or McEwan Roads rights-of way. In particular, the Stop Sign, post, and street name signs for those approaches will remain the responsibility of the County, until such time in the future the streets are annexed or transferred as agreed by both agencies.

5 City Responsibilities.

a. Future Fees and Permitting Authority. City shall collect fees and issue and administer permits, as deemed appropriate by City, for work performed on the Roadways. Fees shall be retained by City.

b. Future Matters Impacting Roads; Good Faith and Timely Comments. City shall work in good faith to provide pertinent, timely feedback to the County with respect to matters noted in paragraph 4.h of this Agreement.

6 General Provisions.

a. Obey All Laws; Non-Discrimination. The County and Lake Oswego agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

b. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.

c. Insurance. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

d. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

e. Mutual Indemnification. The County and City, subject to the limitations and provisions of the Oregon Constitution and the Oregon Tort Claims Act, shall each indemnify, defend and hold harmless the other party, its officers, agents and employees, from all liability, loss or expenses, including attorney's fees, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained by the indemnifying party's intentional or negligent act or omission, related to the terms, covenants and obligations of this Agreement. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification, but is in addition to such common law or statutory provisions.

f. Severability. Any provisions herein which would conflict with law are deemed inoperative to that extent.

g. Amendment. This Agreement may be amended in writing by mutual consent of the parties.

h. Effective Date. This Agreement shall be effective as of the date of the last signature below.

City of Lake Oswego

By: _____
Jack D. Hoffman, Mayor

APPROVED AS TO FORM:

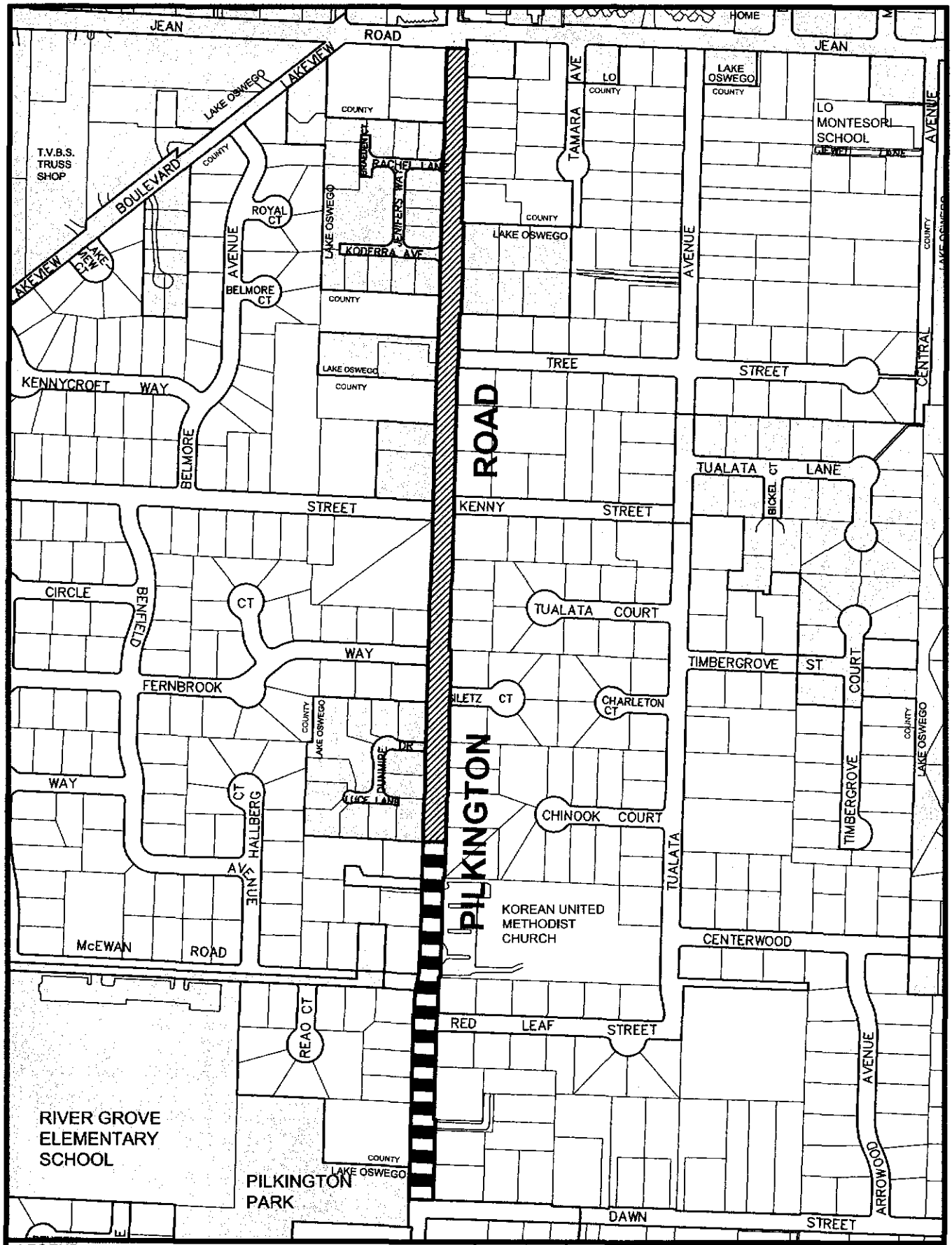
_____
David D. Powell, City Attorney

Clackamas County

By: _____
Chair, County Board of Commissioners

APPROVED AS TO FORM:

_____
_____,
~~Asst~~ County Counsel



LEGEND

- ROAD TO BE TRANSFERED BY RESOLUTION
- ROAD TO BE TRANSFERED BY IGA
- INSIDE CITY OF LAKE OSWEGO BOUNDARY

0 500'

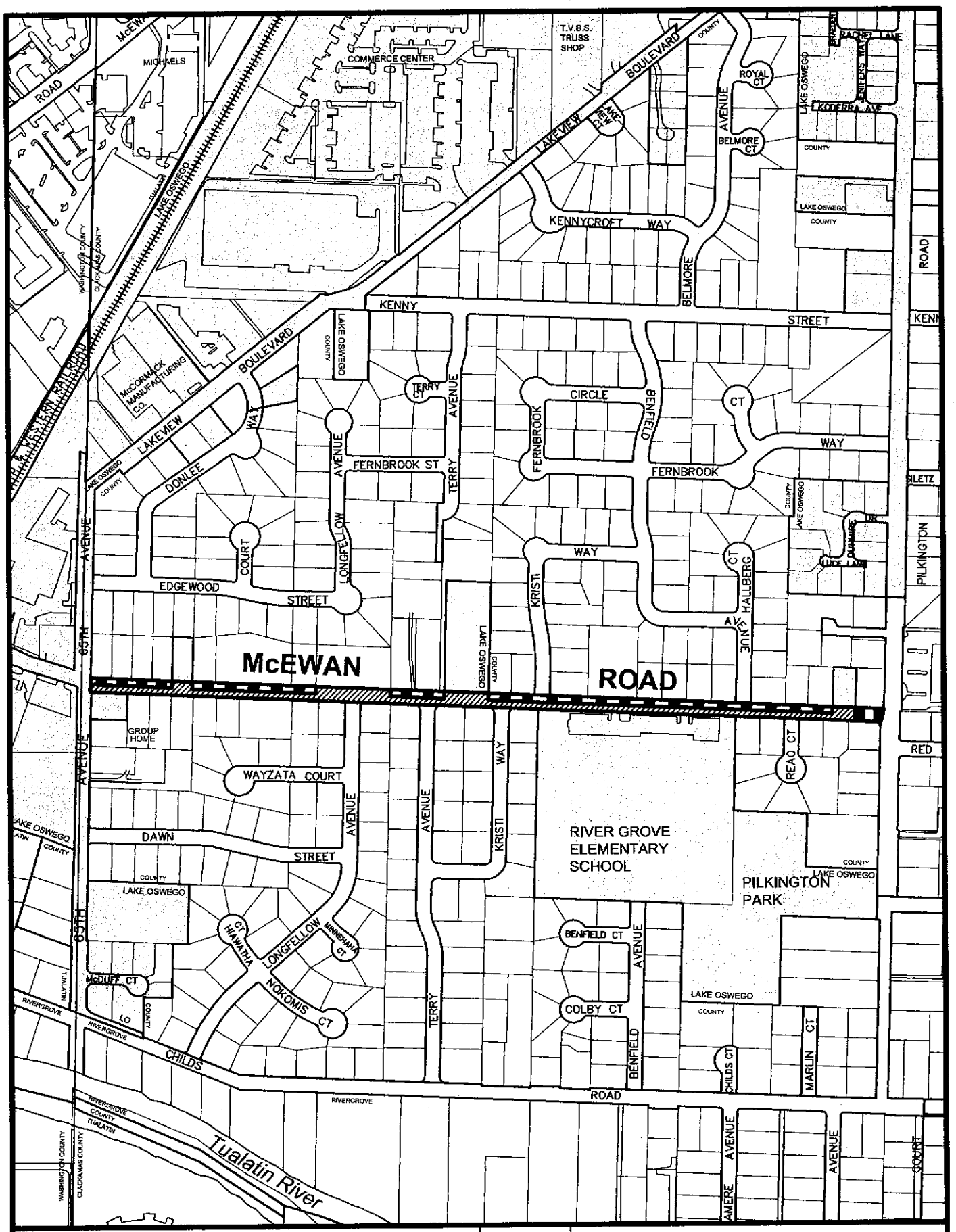
PUBLIC WORKS DEPARTMENT

EXHIBIT "A-1"

PILKINGTON ROAD

JURISDICTIONAL TRANSFER FROM CLACKAMAS COUNTY

DRAWN BY:	DESIGN BY:	DATE:	PAGE:
RS	EM	3/20/2012	1 OF 1



LEGEND

- ROAD TO BE TRANSFERED BY RESOLUTION
- ROAD TO BE TRANSFERED BY IGA
- INSIDE CITY OF LAKE OSWEGO BOUNDARY

0 600'

PUBLIC WORKS DEPARTMENT

EXHIBIT "A-2"

McEWAN ROAD

JURISDICTIONAL TRANSFER FROM CLACKAMAS COUNTY

DRAWN BY:	DESIGN BY:	DATE:	PAGE:
RS	EM	3/20/2012	1 OF 1

RESOLUTION 12-06

A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF PORTIONS OF PILKINGTON ROAD AND McEWAN ROAD INSIDE THE CITY LIMITS AND TRANSFER BY INTERGOVERNMENTAL AGREEMENT THE RIGHTS AND DUTIES OF "ROAD AUTHORITY" FOR PORTIONS OF PILKINGTON ROAD AND McEWAN ROAD OUTSIDE OF THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.

WHEREAS, the City of Lake Oswego and Clackamas County co-sponsored the application for a Safe Routes to School Grant for Pilkington and McEwan Roads to improve pedestrian and bicycle safety for children attending River Grove Elementary School; and

WHEREAS, the grant was approved by the U.S. Dept. of Transportation in February 2010; and

WHEREAS, engineering plans and specifications have been prepared in accordance with the federal and state guidelines for Safe Routes to School Projects, with construction anticipated to be completed prior to school starting in September 2012; and

WHEREAS, in May 2005, the City of Lake Oswego and Clackamas County entered into an Intergovernmental Agreement For the Maintenance and Transfer of Jurisdiction of Certain Roads (Resolution 05-28); and

WHEREAS, the aforementioned agreement provided that:

a. County would thereafter within 60 days enter an Order transferring jurisdiction of portions of Pilkington Road that was then within the City limits, and the County did so thereafter; and

b. the maintenance responsibility for other portions of Pilkington and McEwan Roads that were then outside the City limits were transferred to the City, and

WHEREAS, the portion of Pilkington Road from its intersection of Jean Road to the northerly boundary abutting 18625 Pilkington Road (See attached Exhibit A-1) and portions of McEwan Road from intersection of Pilkington Road to SW 65th Avenue (See Exhibit A-2) are inside the city limits and the portion of Pilkington Road from the northerly boundary abutting 18625 Pilkington Road to Dawn Street (See attached Exhibit A-1) and portions of McEwan Road from intersection of Pilkington Road to SW 65th Avenue (See Exhibit A-2) are outside of the city limits, and

WHEREAS:

1. Portions of County Roads within City limits: ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of county roads such as Pilkington and McEwan Roads that are within the City limits, and provides that upon the County's Board of Commissioners' adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the portions of Pilkington and McEwan Roads as a county road that are inside the City limits shall cease, and the full and absolute jurisdiction over the portions of Pilkington and

McEwan Roads within the City limits shall for all purposes of repair, construction, improvement and the levying and collection of assessments therefore shall vest in the City, except for any transfer reservations stated in the resolution; and

2. Portions of County Roads outside City limits:

a. ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it. Pilkington and McEwan Roads lead directly to the City, as shown on Exhibits A-1 and A-2. ORS 373.260(1)(b) requires that the City and Clackamas County to agree upon the proportion that each shall contribute toward such acquisition, construction, improvement or repair and upon the method and kind of acquisition, construction, improvement or repair to be made.

b. ORS Ch. 190 (specifically ORS 190.010) authorizes an intergovernmental agreement between the City and Clackamas County for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform. The functions and activities relating to county roads include maintenance, review and issuance of access permits, and the development and maintenance of road standards; and

WHEREAS, fragmented jurisdiction, maintenance, permitting, and road standards over the portions of Pilkington and McEwan Roads results in confusion on the part of the public;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego that:

Section 1. County Roads Inside City Limits. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the portions of the following roadways that are within the City limits, pursuant to ORS 373.270:

a. Pilkington Road from its intersection of Tree Street to the northerly boundary abutting 18625 Pilkington Road (See attached Exhibit A-1); and

b. Portions of McEwan Road from its intersection of Pilkington Road to SW 65th Avenue (See attached Exhibit A-2).

Section 2. County Roads Outside City Limits. The Mayor is hereby authorized to sign an Intergovernmental Agreement with Clackamas County in the form attached as Exhibit B, for the transfer of the rights and duties as "road authority" for the portions of the below described county roads that are outside the City limits:

a. Pilkington Road, from the northerly boundary abutting 18625 Pilkington Road to Dawn Street (See attached Exhibit A-1), and

b. Portions of McEwan Road from intersection of Pilkington Road to SW 65th Avenue (See Exhibit A-2),

as authorized under Oregon law, including but not limited to the construction, improvement or repair of, acquisition of right of way (if necessary), maintenance, review and issuance of access permits, and the development and maintenance of road standards.

Section 3. Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 3rd day of April, 2012.

AYES: Mayor Hoffman, Gudman, Jordan, Kehoe, Tierney

NOES: None

EXCUSED: Moncrieff, Olson

ABSTAIN: None

Jack D. Hoffman, Mayor

ATTEST:

Catherine Schneider, City Recorder

APPROVED AS TO FORM:

David D. Powell, City Attorney

12

CLACKAMAS
COUNTY

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County for a Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2011-2012

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached Board Order reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted. The required notice has been published.

The **County Fair Fund** is recognizing fund balance and appropriating it in capital outlay for additional restroom facilities construction.

The **Business and Economic Development Fund** is recognizing fund balance and appropriating it in materials and services for higher than anticipated professional services contracts.

The **County Parks Fund** is recognizing fund balance and appropriating it in materials and services for increased parks patrol and work crew costs.

The **Sheriff Fund** is recognizing undercover drug operation revenue and budgeting it in materials and services to return a portion of the proceeds to partner agencies.

The **District Attorney Fund** is recognizing discovery revenue and budgeting it in materials and services for higher than anticipated law clerk and consulting fee expenses.

The **Children, Youth and Families Fund** is recognizing an interfund transfer from the **Community Health Fund** and appropriating it in personnel services to help pay for increased hours for the Hispanic Services Coordinator position.

The **Community Health Fund** is recognizing additional grant revenue for several programs and appropriating the funds in personnel services, materials and services and contingency for program costs.

The **Cable Administration Fund** is recognizing fund balance appropriating it in materials and services and capital outlay for program costs and equipment.

The **Telecommunication Services Fund** is recognizing additional project revenue and budgeting it in personnel services and materials and services for higher overtime, fringe benefits and project equipment cost.

The effect of this Resolution Order is an increase in appropriations of $4,949,309 including new revenues as detailed below:

Prior Year Revenue	$ 14,716.
Fund Balance	341,643.
Federal Operating Grants	131.
State Operating Grants	3,023,922.
Local Government and Other Agencies	478,375.
Charge for Services	441,575.
Miscellaneous Revenue	633,947.
Interfund Transfer	15,000.
Total Recommended	$ 4,949,309.

RECOMMENDATION:

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

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR FISCAL YEAR 2011-12	Resolution No._____

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

WHEREAS, a supplemental budget for the period of July 1, 2011 through June 30, 2012, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

. County Fair Fund
. Business and Economic Development Fund
. County Parks Fund
. Sheriff Fund
. District Attorney Fund
. Children, Youth and Families Fund
. Community Health Fund
. Cable Administration Fund
. Telecommunication Services Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 14, 2012

Recommended items by revenue source:

Prior Year Revenue	$ 14,716.
Fund Balance	341,643.
Federal Operating Grants	131.
State Operating Grants	3,023,922.
Local Government & Other Agency	478,375.
Charges for Services	441,575.
Miscellaneous Revenue	633,947.
Interfund Transfer	15,000.
Total Recommended	$ 4,949,309.

COUNTY FAIR FUND

Revenue:	
Fund Balance	$ 75,000.
Total Revenues	$ 75,000.
Expense:	
Capital Outlay	$ 75,000.
Total Expenses	$ 75,000.

County Fair Fund is recognizing fund balance and appropriating it in capital outlay for additional restroom facilities construction.

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Revenue:	
Fund Balance	$ 60,000.
Total Revenues	$ 60,000.
Expense:	
Materials & Services	$ 60,000.
Total Expenses	$ 60,000.

Business and Economic Development Fund is recognizing fund balance and appropriating it in materials and services for higher than anticipated professional services contracts.

COUNTY PARKS FUND

Revenue:	
Fund Balance	$ 69,000.
Total Revenues	$ 69,000.
Expense:	
Materials & Services	$ 69,000.
Total Expenses	$ 69,000.

County Parks Fund is recognizing fund balance and appropriating it in materials and services for increased parks patrol and work crew costs.

SHERIFF FUND

Revenue:	
Miscellaneous Revenue	$ 107,079.
Total Revenues	$ 107,079.
Expense:	
Materials & Services	$ 107,079.
Total Expenses	$ 107,079.

Sheriff Fund is recognizing undercover drug operation revenue and budgeting it in materials and services to return a portion of the proceeds to partner agencies.

DISTRICT ATTORNEY FUND

Revenue:	
Miscellaneous Revenue	$ 40,000.
Total Revenues	$ 40,000.
Expense:	
Materials and Services	$ 40,000.
Total Expenses	$ 40,000.

District Attorney Fund is recognizing discovery revenue and budgeting it in materials and services for higher than anticipated law clerk and consulting fee expenses.

CHILDREN, YOUTH AND FAMILIES FUND

Revenue:	
Interfund Transfer	$ 15,000.
Total Revenues	$ 15,000.
Expense:	
Personnel Services	$ 15,000.
Total Expenses	$ 15,000.

Children, Youth and Families Fund is recognizing an interfund transfer from the Community Health Fund and appropriating it in personnel services to help pay for increased hours for the Hispanic Services Coordinator position.

COMMUNITY HEALTH FUND

Revenue:	
Prior Year Revenue	$ 14,716.
Fund Balance	26,856.
Federal Operating Grants	131.
State Operating Grants	3,023,922.
Local Government & Other Agencies	478,375.
Charge for Services	298,575.
Miscellaneous Revenue	486,868.
Total Revenues	$4,329,443.
Expense:	
Personnel Services	$ 286,000.
Materials & Services	3,377,231.
Contingency	666,212.
Total Expenses	$4,329,443.

Community Health Fund is recognizing additional grant revenue for several programs and appropriating the funds in personnel services, materials and services and contingency for program costs.

CABLE ADMINISTRATION FUND

Revenue:	
Fund Balance	$ 110,787.
Total Revenues	$ 110,787.
Expense:	
Materials & Services	$ 110,142.
Capital Outlay	645.
Total Expenses	$ 110,787.

Cable Administration Fund is recognizing fund balance appropriating it in materials and services and capital outlay for program costs and equipment

TELECOMMUNICATIONS SERVICES FUND

Revenue:	
Charge for Services	$ 143,000.
Total Revenues	$ 143,000.
Expense:	
Personnel Services	$ 58,000.
Materials and Services	85,000.
Total Expenses	$ 143,000.

Telecommunication Services Fund is recognizing additional project revenue and budgeting it in personnel services and materials and services for higher overtime, fringe benefits and project equipment cost.

13

CLACKAMAS
COUNTY

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2011-2012

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County.

The attached resolution reflects those changes that departments have requested which, pursuant to ORS 294.326, qualify as grants in trust for specific purposes in keeping with a legally accurate budget.

The **County School Fund** is recognizing receipt of higher than anticipated revenue from US Forest Service and increasing the materials and services appropriation to pass the additional funds through to county schools.

The **County Library Fund** is recognizing an interagency transfer from the Library District and appropriating it in capital outlay for the Sunnyside Village Library construction project.

The **Sheriff Fund** is recognizing grant revenue from *Community Oriented Policing Services* and Urban Area Security Initiative and budgeting to purchase drug surveillance and other authorized equipment.

The **Code Enforcement and Sustainability Fund** is recognizing American Recovery and Reinvestment Act grant funding and appropriating it in materials and services and capital outlay for program expenses.

The **Clackamas Mental Health Organization Fund** is recognizing recently awarded revenue from the State of Oregon and appropriating it in materials and services for program expenses.

The **Social Services Fund** is recognizing grant funding from Oregon Housing and Community Services, United Way and Senior Medicare Patrol and budgeting for client expenses and related costs associated with these grants.

The **Community Solutions for Clackamas County Fund** is recognizing funding from Northwest Natural Gas and the Department of Energy American Recovery and Reinvestment Act and budgeting for program expenses. This fund is also transferring from personnel services to materials and services for program administration costs.

The **Community Health Fund** is recognizing grant related adjustments in a variety of programs and budgeting for program expenses.

The **Juvenile Fund** is recognizing grant revenue from the Office of Sustainability, Workforce Investment Act, Bureau of Land Management and Project Fresh Start and budgeting it in personnel services and materials and services for program costs associated with these grants.

The **Central Dispatch Fund** is recognizing new Homeland Security grant money and budgeting it in materials and services and capital outlay to purchase communication equipment.

The effect of this Board Order is an increase in appropriations of $6,495,992 including new revenues as detailed below:

Prior Year Revenue	$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	2,153,075.
State Operating Grants	2,460,311.
Local Government & other Agencies	390,951.
Charge for Services	95,985.
Miscellaneous Revenue	160,431.
Interfund Transfers	179,000.
Total Recommended	$ 6,495,992.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution order and Exhibit A to maintain an accurate budget.

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS PROVIDING AUTHORIZATION TO APPOPRIATE GRANTS FOR SPECIFIC PURPOSES WITHIN THE FISCAL YEAR 2011-12

Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. County School Fund
. County Library Fund
. Sheriff Fund
. Code Enforcement and Sustainability Fund
. Clackamas Mental Health Organization Fund
. Social Services Fund
. Community Solutions for Clackamas County Fund
. Community Health Fund
. Juvenile Fund
. Central Dispatch Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Prior Year Revenue	$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	2,153,075.
State Operating Grants	2,460,311.
Local Government & Other Agencies	390,951.
Charge for Services	95,985.
Miscellaneous Revenue	160,431.
Interfund Transfers	179,000.
Total Recommended	$ 6,495,992.

COUNTY SCHOOL FUND

Revenue:	
Federal Operating Grants	$ 250,000.
Total	$ 250,000.
Expense:	
Materials and Services	$ 250,000.
Total	$ 250,000.

County School Fund is recognizing receipt of higher than anticipated revenue from US Forest Service and increasing the materials and services appropriation to pass the additional funds through to county schools.

COUNTY LIBRARY FUND

Revenue:	
Interfund Transfer	$ 179,000.
Total	$ 179,000.
Expense:	
Capital Outlay	$ 179,000.
Total	$ 179,000.

County Library Fund is recognizing an interagency transfer from the Library District and appropriating it in capital outlay for the Sunnyside Village Library construction project.

SHERIFF FUND

Revenue:	
Federal Operating Grants	$ 100,000.
Total	$ 100,000.
Expense:	
Materials and Services	$ 7,500.
Capital Outlay	92,500.
Total	$ 100,000.

Sheriff Fund is recognizing grant revenue from Community Oriented Policing Services and Urban Area Security Initiative and budgeting to purchase drug surveillance and other authorized equipment.

CODE ENFORCEMENT AND SUSTAINABILITY FUND

Revenue:	
Federal Operating Grants	$ 400,000.
Total	$ 400,000.
Expense:	
Materials and Services	$ 175,000.
Capital Outlay	225,000.
Total	$ 400,000.

Code Enforcement and Sustainability Fund is recognizing American Recovery and Reinvestment Act grant funding and appropriating it in materials and services and capital outlay for program expenses.

CLACKAMAS MENTAL HEALTH ORGANIZATION FUND

Revenue:	
State Operating Grants	$ 423,029.
Total	$ 423,029.
Expense:	
Materials and Services	$ 423,029.
Total	$ 423,029.

Clackamas Mental Health Organization Fund is recognizing recently awarded revenue from the State of Oregon and appropriating it in materials and services for program expenses.

SOCIAL SERVICES FUND

Revenue:	
Federal Operating Grants	$ 700,333.
State Operating Grants	459,364.
Local Government & Other Agencies	18,636.
Total	$ 1,178,333.
Expense:	
Personnel Services	$ 126,926.
Materials and Services	1,051,407.
Total	$ 1,178,333.

Social Services Fund is recognizing grant funding from Oregon Housing and Community Services, United Way and Senior Medicare Patrol and budgeting for client expenses and related costs associated with these grants.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Federal Operating Grants	$ 300,000.
Local Government & Other Agencies	120,000.
Total	$ 420,000.
Expense:	
Personnel Services	$ (50,000.)
Materials and Services	470,000.
Total	$ 420,000.

Community Solutions For Clackamas County Fund is recognizing funding from Northwest Natural Gas and the Department of Energy American Recovery and Reinvestment Act and budgeting for program expenses. This fund is also transferring from personnel services to materials and services for program administration costs.

COMMUNITY HEALTH FUND

Revenue:	
Prior Year Revenue	$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	264,742.
State Operating Grants	1,577,918.
Local Government & Other Agencies	252,315.
Charge for Services	86,785.
Miscellaneous Revenue	160,431.
Total	$ 3,398,430.
Expense:	
Personnel Services	$ 196,665.
Materials and Services	2,869,312.
Capital Outlay	332,453.
Total	$ 3,398,430.

Community Health Fund is recognizing grant related adjustments in a variety of programs and budgeting for program expenses.

JUVENILE FUND

Revenue:		
Federal Operating Grants	$	18,000.
Charge for Services		9,200.
Total	$	27,200.
Expense:		
Personnel Services	$	3,000.
Materials and Services		24,200.
Total	$	27,200.

Juvenile Fund is recognizing grant revenue from the Office of Sustainability, Workforce Investment Act, Bureau of Land Management and Project Fresh Start and budgeting it in personnel services and materials and services for program costs associated with these grants.

CENTRAL DISPATCH FUND

Revenue:		
Federal Operating Grants	$	120,000.
Total	$	120,000.
Expense:		
Materials and Services	$	100,000.
Capital Outlay		20,000.
Total	$	120,000.

Central Dispatch Fund is recognizing new Homeland Security grant money and budgeting it in materials and services and capital outlay to purchase communication equipment.

14

CLACKAMAS
COUNTY

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2011-2012

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution order accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **General Fund - Non Departmental** is transferring from contingency to both the Road and Sheriff Funds for the interfund transfer distribution from the Justice Court Fund.

The **Building Codes Fund** is transferring from contingency to personnel services and materials and services for additional temporary workers, internal county services and equipment repairs and maintenance expenses.

The **Business and Economic Development Fund** is transferring from materials and services to personnel services for higher than anticipated costs due to personnel changes within the administrative unit.

The **Road Fund** is recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for Safe Community program expenses.

The **Sheriff Fund** recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for traffic safety equipment.

The **Code Enforcement and Sustainability Fund** is transferring between personnel services, materials and services, capital outlay and contingency to provide for an interfund transfer to the Dog Services Fund, early completion of building improvements associated with an American Recovery and Reinvestment Act grant and a small allowance for additional payroll cost should it be needed before year end.

The **Countywide Transportation SDC Fund** is transferring from contingency to materials and services for higher than anticipated software maintenance expense.

The **Clackamas County Mental Health Organization Fund** is transferring from materials and services to make an interfund transfer to the **Community Health Fund**.

The **Dog Services Fund** is recognizing interfund transfer revenue from Code Enforcement and Sustainability Fund to compensate for lower than expected fund balance. This fund is also transferring from personnel services to materials and services to better reflect expenditures during the year.

The **Community Health Fund** is realigning revenues and transferring from personnel services and materials and services to contingency and capital outlay. This fund is also making an interfund transfer to the **Children, Youth and Families Fund** to help support a position.

The **Capital Projects Reserve Fund** is transferring from capital outlay to materials and services to more closely align with actual expenditures on projects.

The **Clackamas Broadband Innovation Initiative Fund** is transferring from materials and services to personnel services and capital outlay to better align the budget with grant guidelines.

The **Facilities Management Fund** is transferring from contingency to materials and services and capital outlay for vehicle and building repair and maintenance expenses.

The **Technology Services Fund** is transferring from capital outlay and materials and services to personnel services for higher than anticipated overtime and fringe benefit costs.

The **Sheriff's Retiree Medical Fund** is transferring from contingency to materials and services for higher than expected medical insurance premiums due to a higher number of retirements in the Sheriff's Office.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS PROVIDING AUTHORIZATION TO TRANSFER APPROPRIATIONS WITHIN THE FISCAL YEAR 2011-12

Resolution No. _____
(page 1 of 2)

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

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. General Fund - Non Departmental
- Road Fund
- Sheriff Fund

. Building Codes Fund
. Business and Economic Development Fund
. Road Fund
. Sheriff Fund
. Code Enforcement and Sustainability Fund
. Countywide Transportation SDC Fund
. Clackamas Mental Health Organization Fund
. Dog Services Fund
. Community Health Fund
. Capital Projects Reserve Fund
. Clackamas Broadband Innovation Initiative Fund
. Facilities Management Fund
. Technology Services Fund
. Sheriff's Retiree Medical Fund,

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS PROVIDING AUTHORIZATION TO TRANSFER APPROPRIATIONS WITHIN THE FISCAL YEAR 2011-12	Resolution No. _____ (page 2 of 2)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

TRANSFER REQUESTS
Exhibit A

GENERAL FUND- NON DEPARTMENTAL

Increase:	
Expenses	
Interfund Transfer	$ 205,663.
Total	$ 205,663.
Decrease:	
Expenses	
Contingency	$ 205,663.
Total	$ 205,663.

Transferring from contingency to both the Road and Sheriff Funds for the interfund transfer distribution from the Justice Court Fund.

BUILDING CODES FUND

Decrease:	
Contingency	$ 55,000.
Total	$ 55,000.
Increase:	
Personnel Services	$ 25,000.
Materials & Services	30,000.
Total	$ 55,000.

Transferring from contingency to personnel services and materials and services for additional temporary workers, internal county services and equipment repairs and maintenance expenses.

BUSINESS & ECONOMIC DEVELOPMENT FUND

Decrease:	
Materials and Services	$ 30,000.
Total	$ 30,000.
Increase:	
Personnel Services	$ 30,000.
Total	$ 30,000.

Transferring from materials and services to personnel services for higher than anticipated costs due to personnel changes within the administrative unit.

ROAD FUND

Increase:		
Revenue		
Interfund Transfer	$	51,416.
Total	$	51,416.

Increase:		
Expenses		
Personnel Services	$	21,416.
Materials and Services		30,000.
Total	$	51,416.

Recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for Safe Community program expenses.

SHERIFF FUND

Increase:		
Revenue		
Interfund Transfer	$	154,247.
Total	$	154,247.

Increase:		
Expenses		
Materials and Services	$	79,247.
Capital Outlay		75,000.
Total	$	154,247.

Recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for traffic safety equipment.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Decrease:		
Materials and Services	$	30,000.
Contingency		300,000.
Total	$	330,000.

Increase:		
Personnel Services	$	5,000.
Interfund Transfer		25,000.
Capital Outlay		300,000.
Total	$	330,000.

Transferring between personnel services, materials and services, capital outlay and contingency to provide for an interfund transfer to the Dog Services Fund, early completion of building improvements associated with an American Recovery and Reinvestment Act grant and a small allowance for additional payroll cost should it be needed before year end.

COUNTYWIDE TRANSPORTATION SDC FUND

Decrease:	
Contingency	$ 50,000.
Total	$ 50,000.
Increase:	
Materials & Services	$ 50,000.
Total	$ 50,000.

Transferring from contingency to materials and services for higher than anticipated software maintenance expense.

CLACKAMAS COUNTY MENTAL HEALTH ORGANIZATION FUND

Decrease:	
Materials and Services	$ 655,108.
Total	$ 655,108.
Increase:	
Interfund Transfer	$ 655,108.
Total	$ 655,108.

Transferring from materials and services to make an interfund transfer to the Community Health Fund.

DOG SERVICES FUND

Increase:	
Revenue	
Interfund Transfer	$ 25,000.
Total	$ 25,000.
Decrease:	
Revenue	
Fund Balance	$ 25,000.
Total	$ 25,000.
Increase:	
Expenses	
Materials and Services	$ 85,000.
Total	$ 85,000.
Decrease:	
Expenses	
Personnel Services	$ 85,000.
Total	$ 85,000.

Recognizing interfund transfer revenue from Code Enforcement and Sustainability Fund to compensate for lower than expected fund balance. This fund is also transferring from personnel services to materials and services to better reflect expenditures during the year.

COMMUNITY HEALTH FUND

Decrease:	
Personnel Services	$ 676,047.
Materials and Services	2,413,886.
Total	$ 3,089,933.
Increase:	
Intefund Transfer	$ 15,000.
Capital Outlay	101,421.
Contingency	2,973,512.
Total	$ 3,089,933.

Realigning revenues and transferring from personnel services and materials and services to contingency and capital outlay. This fund is also making an interfund transfer to the Children, Youth and Families Fund to help support a position.

CAPITAL PROJECTS RESERVE FUND

Decrease:	
Capital Outlay	$ 450,000.
Total	$ 450,000.
Increase:	
Materials & Services	$ 450,000.
Total	$ 450,000.

Transferring from capital outlay to materials and services to more closely align with actual expenditures on projects.

CLACKAMAS BROADBAND INNOVATION INITIATIVE FUND

Decrease:	
Materials and Services	$ 3,331,649.
Total	$ 3,331,649.
Increase:	
Personnel Services	$ 44,000.
Capital Outlay	3,287,649.
Total	$ 3,331,649.

Transferring from materials and services to personnel services and capital outlay to better align the budget with grant guidelines.

FACILITIES MANAGMENT FUND

Decrease:		
Contingency	$	77,352.
Total	$	77,352.
Increase:		
Materials and Services	$	73,852.
Capital Outlay		3,500.
Total	$	77,352.

Transferring from contingency to materials and services and capital outlay for vehicle and building repair and maintenance expenses.

TECHNOLOGY SERVICES FUND

Decrease:		
Materials and Services	$	156,500.
Capital Outlay		85,000.
Total	$	241,500.
Increase:		
Personnel Services	$	241,500.
Total	$	241,500.

Transferring from capital outlay and materials and services to personnel services for higher than anticipated overtime and fringe benefit costs.

SHERIFF'S RETIREE MEDICAL FUND

Decrease:		
Contingency	$	160,000.
Total	$	160,000.
Increase:		
Materials and Services	$	160,000.
Total	$	160,000.

Transferring from contingency to materials and services for higher than expected medical insurance premiums due to a higher number of retirements in the Sheriff's Office.

Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

16

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board

APPROVAL TO TRANSFER UNCLAIMED PROPERTY (FIREARMS)
to THE OREGON STATE POLICE FORENSIC LAB

The Sheriff's Office receives a sizable amount of property throughout the year that is turned in as found/recovered or seized during an investigation. Property that is not identified as to ownership or is unclaimed can be transferred to the Department for use or sold at Auction. We are requesting that the usable firearms and ammunition stored in our property room be transferred to the Oregon State Police (OSP) Forensic Lab.

Whenever property is found, the Sheriff's Office attempts to locate and contact the rightful owners to return their property to the owner. Any property that is received is held a minimum of three months and letters are sent to any known possible owner. Serial numbers for all unclaimed and abandoned firearms are checked through the Law Enforcement Data System (LEDS), and are clear as of April 30, 2012.

The OSP Forensic lab uses these firearms in their lab and in their firearms reference collections. They are also used for training and for presentations of examples, exhibits and ballistic analysis in courts throughout the state. The property to be transferred is listed on the attached document.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve this request to transfer these firearms to the Oregon State Police Forensic Lab.

Matt Ellington, Undersheriff
Clackamas County Sheriff's Office

Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 30, 2012

All property is donated as-is, where-is with no warranties. Responsibility for all transportation, including loading and securing is the responsibility of the receiving entity; Oregon State Police Forensic Laboratory/Firearms Unit for training and useable parts.

Case #	Copy	Item	Description	Caliber	Model	Serial #
01-39105	6	3	Davis	.22 Derringer		247790
01-39105	6	7	S&W	.38 Special	60-7	BNB7962
02-27686	1	1	Sig Sauer w/magazine	9mm	P239	SA77213
06-32967	4	3	HWM	.38/.357		1060110
07-35132	4	7	Bushmaster AR	.223		L389625
07-35132	7	10	Ruger	.357	SP01	573-64141
07-70650	7	6	Ruger	.22LR	RG14	
08-25399	1	1	Taurus w/magazine	9mm	PT24/7	TWJ14973
08-31428	1	1	Colt w/magazine			122994
09-14061	1	1	Raven	.22	MP-25	1520833
09-33150	1	1	S&W	.40	4003TSW	BAY8730
10-7709	1	1	Hi-Point	.380	CF380	P875654
10-12383	1	1	Sportsarms	9mm		40005529
10-12383	1	3	Magazine for 1 #1			
10-21733	2	1	Llama w/magazine	9mm		B72760
10-40006	1	2	Ruger	22LR		214-70758
10-40006	1	3	Magazine for 1 #2			
10-60066	2	2		.357	689	MJ849698
10-60066	2	6	Bushmaster 16	233x5.56	XM15E2S	L480036
10-60066	4	10	AMT	9mm		PA32689
10-60066	5	4	Taurus	.22LR		CW32824

Clackamas County Sheriff's Department

Case #	Copy	Item	Description	Caliber	Model	Serial #
10-60066	5	10	Cobra	.38 Special	CB 38	CT004654
11-3148	1	3	H&K	.45		25-108292
11-3148	1	4	Holster			
11-3148	1	5	Magazine for 1# 3			
11-8948	1	1	S&W	.38 Special		CJN9080
11-9131	2	1	Walther	.22LR	P22	L068726
11-12359	2	1	Colt w/magazine	.25		363973
11-18005	1	1	Winchester	12 gauge	12	248903
11-18387	1	1	Mondial	.22		29796
11-21516	2	1	S&W	.357		ACC6828
11-70160	5	8	2 pistol magazines for 45			

This property is available due to state forfeiture, found property, unclaimed by owner or finder, owner unknown, and/or owner option.

The above transfer has X /has not_____been approved.

Tammy Shaver, Property Room Supervisor — 4.30.12 Date

Kevin Poppen, Investigations Division Captain — 5/7/12 Date

Craig Roberts, Sheriff — 5/7/12 Date

Charlotte Lehan, County Commissioner-Chair — Date

17

CLACKAMAS
COUNTY

SHARI A. ANDERSON, CPA
TREASURER

OFFICE OF COUNTY TREASURER

PUBLIC SERVICES BUILDING
2051 KAEN ROAD, #430 | OREGON CITY, OR 97045

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Annual Adoption of the Clackamas County Investment Policy

The Clackamas County Investment Policy requires annual adoption by the Board. There are no current changes to the policy.

RECOMMENDATION:

The staff respectfully recommends that the Board adopt the Clackamas County Investment Policy as submitted.

Sincerely,

Shari Anderson
County Treasurer

Clackamas County

Office of the Treasurer

Investment Policy

2051 Kaen Rd, #430

Oregon City, Oregon 97045

503-742-5995 FAX 503-742-5996

shariand@co.clackamas.or.us

6/4/12

Clackamas County
Investment Policy

I. Objectives:

The primary objectives of investment activities shall be safety, liquidity, and yield:

Safety:

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit Risk: Clackamas County will minimize credit risk, the risk of loss due to the financial failure of the security issuer or backer, by:

- Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which Clackamas County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc.

Interest Rate Risk: Clackamas County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.
- Diversifying the portfolio by maturity dates to mitigate the impact of reinvestment risk.

Liquidity:

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Yield:

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities are generally held to maturity unless declining credit or liquidity needs warrant a pre-maturity sale.

II. Scope:

This policy applies to the investment of both short-term operating funds and long-term capital funds including bond proceeds and bond reserve funds. This policy applies to all component units of Clackamas County unless specific, written exclusion has been granted by the County Treasurer and the unit has a policy which has been adopted by the Board of Commissioners and submitted to the Oregon Short Term Fund Board.

Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

III. Standards of Care:

Prudence:

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Clackamas County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS 244.

Delegation of Authority:

Treasurer: Authority to manage the investment program is granted to the publicly elected County Treasurer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810. The Treasurer shall be responsible for all transactions undertaken and with the Investment Manager, shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction without approval of the Treasurer

Treasury Manager: Administration of the investment program is hereby delegated to the Treasury Manager, who under the direction of the Treasurer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

IV. Safekeeping and Custody:

Purchased investment securities will be delivered by Fed book entry, DTC, or physical delivery and to the extent feasible, held in third party safekeeping with a designated custodian. The trust department of a bank may be designated as custodian for safekeeping specific securities. The custodian shall issue a safekeeping receipt to Clackamas County listing the specific instrument, selling broker/dealer, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information.

V. Accounting Method:

Accounting Standards:

Clackamas County Department of the Treasurer shall comply with required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

Investment Return:

Investment returns are calculated as total return, including interest earned, premiums, discounts and appreciation or depreciation of investment values. Investment return for purposes of benchmarking against performance indicators will be compared on a total portfolio basis.

Investment Costs:

Investments will be carried at par. Losses on the sale of investments will be recognized at time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities.

Investment Fee:

Where allowable, an investment fee of .01% of portfolio par value may be deducted from interest earned and credited to the County General Fund each month. After deducting the investment fee, interest earnings will be credited as of the last day of each month to the funds from which the investment was made based on the average daily balance in the fund.

VI. Internal Controls:

The Treasurer is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of Clackamas County from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuations of costs and benefits require estimates and judgments by management.

The internal controls shall address, at a minimum, the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Wire transfer and ACH agreements.
- Compliance and oversight with investment parameters including diversification and maximum maturity.

VII. Reporting Requirements:

Reports to Governing Body:

The Clackamas County Treasurer will provide a monthly report to the County Commissioners, the County Administrator, and the directors of all component units. This report will include but not necessarily be limited to: Portfolio activity, instruments held, market valuation, as well as any narrative necessary for adequate clarification.

Management Reports:

The investment officer shall maintain up-to-date computer reports of portfolio activity providing reports which are timely and available both daily and weekly.

VIII. Investment Policy Adoption:

This Investment Policy will be formally adopted by the Clackamas County Board of Commissioners, and will be readopted annually even if there are no changes.

Maximum investment maturity under this policy exceeds 18 months. As required, this investment policy was submitted to the OSTF Board for comment prior to its approval by the Clackamas County Board of Commissioners, and complies with the requirements of ORS 294.135.

IX. Qualified Financial Institutions:

Providers of Investment Services:

The Treasurer will maintain a list of all authorized Broker/Dealers and Financial Institutions authorized to provide investment services. To qualify for the list they must be an approved security Broker/Dealer selected by credit worthiness that is authorized to provide investment services in the State of Oregon.

These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (*uniform* net capital rule). No public deposits exceeding federal insurance limits shall be made except in a qualified public depository as established by the State of Oregon.

Broker/Dealer Questionnaire:

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following information:

- Audited financial statement
- Proof of National Association of Security Dealers certification
- Proof of state registration.
- Completed Broker/Dealer Questionnaire.
- Certification of having read and understood the Clackamas County Investment Policy

Firm Approval:

After due consideration and approval, the firm may be added to the list. The Treasurer will conduct a periodic review of the financial condition and registration requirements of qualified Broker/Dealers. Preferably, firms shall have a local office and Registered Representative in Oregon. However, the County will not exclude Broker/Dealers located outside the state as long as they are licensed in Oregon and meet all other qualifications.

An updated Broker/Dealer Questionnaire will be mailed to each firm periodically, and should be completed and returned to the Treasurer's office. Failure to complete the update questionnaire may lead to removal from the approved list.

Additions or deletions to the list will be made at the Treasurer's discretion.

X. Suitable and Authorized Investments

The following investments will be permitted by this policy, ORS 294.035 and 294.810:

- U.S. Treasury Obligation (bills, notes and bonds)
- U.S. Government Agency Securities and Instruments of Government Sponsored Corps
- Banker's Acceptances (BA's) from qualified institutions
- State of Oregon Investment Pool
- Certificates of Deposits (CD's)
  (Subject to ORS 295 collateralization)
- Repurchase Agreements
- State and Local Government Securities
- Corporate Indebtedness

XI. Portfolio Diversification

Diversification will be sought within the following guidelines with the purpose of reduction of overall portfolio risk while attaining market average rates of return. The investments shall be diversified by investment type, issuer and maturity.

Diversification will be measured on a total portfolio basis. Diversification within individual portfolios may deviate from the total portfolio requirements due to liquidity requirements.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer, investment type or maturity may be exceeded at a point in time subsequent to the purchase of a particular security. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future liquidations are made.

Diversification by Type and Issuer:

Security	*% limitation of total portfolio*
US Treasury	No Limit
US Government Agencies	No limit 50% in any single Government Sponsored Enterprise
State of Oregon Investment Pool	50% of total portfolio, or the maximum imposed by statute
Certificates of Deposit	50% of total portfolio 25% in any single qualified financial institution
Banker's Acceptances	50% of total portfolio 25% in any single qualified financial institution
Commercial Paper and Corporate Notes	35% of total portfolio, per ORS 294.035 5% in any one corporation, their subsidiaries or affiliates
State and Local Government Securities	25% of total portfolio
Repurchase Agreements	25% of total portfolio 10% in any single qualified financial institution

Diversification by Maturity:

Maturity limitations shall depend upon whether the funds being invested are considered short term or long term funds. All funds shall be considered short term except those reserved for capital projects (i.e., bond sale proceeds) and special assessment repayments being held for debt retirement.

- **Short Term Portfolio (maturity up to 3 years):**

  Investment maturity for operating funds shall be scheduled to coincide with projected cash flow needs and timed to comply with the following guidelines:

  Maturity will be laddered to provide for interest rate fluctuations and to minimize investment interest rate risk. Careful monitoring of interest rate fluctuation will provide a basis for evaluating risk and return.

1 to 90 day maturity	Minimum of 25% of total portfolio
1 to 365 day maturity	No limit
12 months to 24 months maturity	Maximum of 40% of total portfolio
24 months to 36 months maturity	Maximum of 30% of total portfolio

- **Long Term Portfolio (Capital Projects and Special Assessment Repayments):**

  Maturity scheduling shall be timed according to anticipated need. For example, investment of capital project funds shall be timed to meet projected contractor payments. Investment of prepaid assessment funds shall be tied to bond payment dates, after cash flow projections are made using a forecasting model which considers prepayment rate, delinquency rate, interest on bonds, and income on investments.

  The investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the most restrictive parameters of this policy and the applicable bond covenants and tax laws.

  This investment policy has been submitted for review by the OSTF Board as specified above and in accordance with ORS 294.135(1) (a), debt service reserves may be invested to a maturity date not exceeding five years. Otherwise debt service reserves shall not be invested to a maturity date exceeding one year.

XII. Bids and Offers

Before any security purchase or sale is initiated, the Investment Officer shall first determine the appropriateness of seeking competitive bids or offers. Such factors to consider include where the securities are held, the size of the transaction, and the term to maturity. When required by tax laws or bond covenants competitive bids and offers shall always be sought for security purchases and sales of bond funds.

XIII. Collateralization:

All bank deposits shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Certificates of Deposit are considered investments under this policy, and are subject to the collateral requirements of ORS Chapter 295, except those specifically exempted under ORS 295.027.

ORS 294.035 (11) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board. On March 12, 1996, the OSTF Board adopted the following margins:

US Treasury Securities: 102%
US Agency Discount and Coupon Securities: 102%
Mortgage Backed and other: 103%
*Limited to those securities described in ORS 294.035(1)

XIV. Performance Indicators:

The performance of the County's portfolio shall be measured against the performance of the Oregon Local Government Investment Pool and the 90-day Treasury bill rate. It is the goal of the County to maintain an annualized yield that is not more than ½ percent (.5%) lower than the Oregon Local Government Investment Pool and is not less than ¼ percent (.25%) higher than the 90 day Treasury Bill yield. The County may also benchmark against any other indices it deems appropriate.

XV. Securities Lending:

Pursuant to a formal securities lending policy, the Treasurer may enter into agreements to lend, for compensation, certain investments under a formal security lending agreement. At this time, the Treasurer has no agreements for security lending services, and no Clackamas County Securities Lending Policy is in place.

XVI. Additional Documents

Other documents are used in conjunction with this policy, and are available from the Treasurer's office upon request.

18

CLACKAMAS
COUNTY

NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

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

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board

APPROVAL OF EMPLOYER GROUP CONTRACT WITH PROVIDENCE HEALTH PLAN
EFFECTIVE JANUARY 1, 2012

Each year at renewal time, Providence provides the County with the contract changes for the following contract (calendar) year. These contract changes are reviewed and approved where necessary by the Benefits Review Committee and by the Board of County Commissioners in a study session. It is not until several months, or in some cases years, before the actual contract documents are provided by Providence.

The attached Employer Group Contracts between Clackamas County and Providence Health Plan are for the current plan year. These contracts describe the agreement and premiums negotiated with Providence in the past for medical, vision and prescription drug coverage for the 2012 plan year. The renewal premiums were reviewed and approved by the Board of County Commissioners at their October 4, 2011 Study Session.

The purpose of placing the contracts on the agenda is to obtain the Chair's signature prior to recording the complete and official contract documents.

The Employer Group Contracts have been reviewed and approved by County Counsel.

Due to the length of the contract documents, complete sets are on file at the Department of Employee Services.

RECOMMENDATION:

Approve the Employer Group Contract with Providence Health Plan for the 2012 plan year.

Sincerely,

Carolyn Williams
Benefits Manager

For information on this issue or copies of attachments please contact Carolyn Williams at (503) 742-5470.

s:\risk_benefits\bcc\staffrpt\2012\providence-12 revised 6-5-12.doc

19

CLACKAMAS
COUNTY

NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

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

June 14, 2012

Clackamas County Board of County Commissioners

Members of the Board:

APPROVAL OF THE LABOR CONTRACT BETWEEN THE COUNTY OF CLACKAMAS AND THE CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION (CCPOA)

Negotiations have concluded with CCPOA. The union membership has voted to ratify the three-year contract for the 2011 – 2012, 2012 – 2013, 2013 – 2014 fiscal years. The contract is attached with signatures from the union's negotiating team and the County's negotiating team.

We request that the Board of County Commissioners approve the attached contract at their meeting June 14, 2012.

The significant wage, benefit and language highlights follow:

- The parties negotiated a cost of living adjustment for each of three fiscal years beginning with the first pay period after ratification and ending June 30, 2014. The adjustment for the period beginning July 1, 2011 will be 0%. The adjustment for the period beginning July 1, 2012 will be 3.6%. The adjustment for the period beginning July 1, 2014 will be 100% of the change in the CPI-W with a minimum of 2.0% and a maximum of 4.0% plus 2%. The uniform cleaning allowance has been eliminated.

- Increases in health care costs that exceed 10% shall be split between the County and the employees.

- The panel of drugs in the drug testing policy has been expanded from 5 to 8 and additionally includes alcohol.

- The Sheriff can order an employee to consult with EAP as necessary

County Counsel has seen and approved the attached contract.

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE 1- RECOGNITION 5

ARTICLE 2- PRESERVATION OF PUBLIC RIGHTS 5

ARTICLE 3 - EXISTING CONDITIONS 6

ARTICLE 4 - HOURS OF WORK 6

SECTION 1. REGULAR HOURS AND WORKDAY. 6
SECTION 2. WORKWEEK. NON-CONTINUOUS OPERATIONS. 7
SECTION 3. WORKWEEK. CONTINUOUS OPERATIONS. 7
SECTION 4. FOUR (4) TEN (10) WORK SCHEDULE. 7
SECTION 5. 3-12/3-12 + 8 HOUR WORK SCHEDULE. 8
SECTION 6. 5-9/4-9 WORK SCHEDULE. 8
SECTION 7. SCHOOL RESOURCE OFFICERS. 8
SECTION 8. SCHEDULE OF DEPUTY MEDICAL EXAMINERS. 9
SECTION 9. SHIFT TRADING. 9
SECTION 10. CURRENT WORK SCHEDULE ASSIGNMENTS. 9
SECTION 11. DPSST BASIC ACADEMY TRAINING 9

ARTICLE 5 - MEAL AND REST BREAKS 9

SECTION 1. MEAL PERIODS. 9
SECTION 2. REST PERIODS. 10

ARTICLE 6 - SHIFT PREFERENCE, CHANGES AND DAYS OFF 10

SECTION 1. SENIORITY FOR SHIFT PREFERENCE AND DAYS OFF. 10
SECTION 2. SHIFT CHANGES. 10
SECTION 3. SHIFT ROTATION. 11
SECTION 4. ROTATION PROCESS. 11
SECTION 5. CONTRACT CITIES. 11

ARTICLE 7- HOLIDAYS 13

SECTION 1. HOLIDAYS. 13
SECTION 2. HOLIDAY PAY. 13
SECTION 3. WEEKEND HOLIDAYS. 13
SECTION 4. HOLIDAY DURING LEAVE 13
SECTION 5: HOLIDAY WORKED. 13
SECTION 6. PERSONAL LEAVE. 13

ARTICLE 8 - SICK LEAVE 14

SECTION 1. ACCRUAL. 14
SECTION 2. VERIFICATION OF SICKNESS. 14
SECTION 3. USE OF SICK LEAVE. 14
SECTION 4. DEATH. 14
SECTION 5. IMMEDIATE FAMILY. 14
SECTION 6. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT. 15
SECTION 7. SICK LEAVE DONATION. 15
SECTION 8. PAY AND SUBPOENAS WHILE ON LEAVE. 15

ARTICLE 9 - VACATION LEAVE 15

SECTION 1. ACCRUAL. 15
SECTION 2. TERMINATION OR DEATH. 16
SECTION 3. VACATION SCHEDULING. 16
SECTION 4. REQUIRED USE OF VACATION. 17
SECTION 5. COMMITMENT TO RETIRE. 17

ARTICLE 10 - OTHER LEAVES 17

SECTION 1. LEAVE OF ABSENCE. 17
SECTION 2. JURY DUTY 17
SECTION 3. PARENTAL LEAVE. 18
SECTION 4. EDUCATIONAL LEAVE. 18
SECTION 5. FAMILY MEDICAL LEAVE 18

ARTICLE 11 - HEALTH AND WELFARE 18

SECTION 1. ACCRUAL OF BENEFITS. 18
SECTION 2. MEDICAL-HOSPITAL 18
SECTION 3. LIFE INSURANCE 19
SECTION 4. DENTAL INSURANCE. 19
SECTION 5. LONG-TERM DISABILITY INSURANCE. 19
SECTION 6. CIVIL INSURANCE 20
SECTION 7. SURVIVING SPOUSE AND DEPENDENT COVERAGE 20
SECTION 8. RETIREE MEDICAL BENEFITS. 20
SECTION 9. DOMESTIC PARTNERS 21
SECTION 10. BENEFITS WAITING PERIOD. 21
SECTION 11. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER. 21

ARTICLE 12 - WAGES 22

SECTION 1. WAGES AND CLASSIFICATION SCHEDULE. 22
SECTION 2. DEFERRED COMPENSATION. 22
SECTION 3. TIME OF SERVICE. 23
SECTION 4. LONGEVITY PAY 23
SECTION 5. FIELD TRAINING OFFICER PAY. 23
SECTION 6. COMPUTATION OF HOURLY RATE. 23
SECTION 7. BILINGUAL PAY 24
SECTION 8. RECORDS UNIT GRAVEYARD SHIFT DIFFERENTIAL PAY 24
SECTION 9. MOTOR DEPUTY PAY 24
SECTION 10. K-9 MAINTENANCE PAY 24

ARTICLE 13 OVERTIME 25

SECTION 1. OVERTIME. 25
SECTION 2. FORTY HOURS WORKED REQUIREMENT FOR VOLUNTARY OVERTIME 25
SECTION 3. ASSIGNMENT OF OVERTIME. 26
SECTION 4 – DPSST BASIC ACADEMY OVERTIME 27

ARTICLE 14 - COURT APPEARANCES 27

SECTION 1. TIME OUTSIDE REGULAR SHIFT. 27
SECTION 2. OVERTIME PAY WHILE ON VACATION. 27

ARTICLE 15 - CALL BACK 28

SECTION 1. CALL BACK. 28
SECTION 2. CALL OUT. 28
SECTION 3. PAGERS. 28

ARTICLE 16 - TRAVEL PAY 28

ARTICLE 17 - STANDBY PAY 29

ARTICLE 18 - WORK ABOVE NORMAL CLASSIFICATION 29

SECTION 1. WORKING OUT OF CLASSIFICATION. 29
SECTION 2. SPECIAL ASSIGNMENT. 29

ARTICLE 19 - TRAINING 30

ARTICLE 20 - DISCIPLINE AND DISCHARGE 30

ARTICLE 21 - SETTLEMENT OF DISPUTES 31

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE. 31

ARTICLE 22 - MISCELLANEOUS 33

SECTION 1. NO DISCRIMINATION. 33
SECTION 2. RULES. 33
SECTION 3. ADEQUATE PROTECTION. 33
SECTION 4. COPIES OF COLLECTIVE BARGAINING AGREEMENT. 33

ARTICLE 23 - USE OF RESERVE PERSONNEL 34

ARTICLE 24 - FAIR SHARE AGREEMENT 34

ARTICLE 25 - WORKERS COMPENSATION 36

ARTICLE 26 - PART-TIME EMPLOYEE BENEFITS 36

ARTICLE 27 - COMPENSATORY TIME OFF 37

ARTICLE 28 - PUBLIC EMPLOYEES RETIREMENT SYSTEM 37

SECTION 1. EMPLOYER "PICK-UP" OF EMPLOYEES PERS/OPSRP CONTRIBUTION. 37
SECTION 2. NOTICE OF INTENT TO RETIRE. 38

ARTICLE 29 - LAYOFF 38

ARTICLE 30 - TUITION REIMBURSEMENT 40

ARTICLE 31 - INCENTIVE PROGRAM 41

SECTION 1. INCENTIVE SCHEDULE. 41
SECTION 2. FIREARMS PROFICIENCY PAY. 41
SECTION 3. DPSST CERTIFICATION. 42
SECTION 4. EDUCATION AND COMMUNITY SERVICE PAY. 42
SECTION 5. SUPERVISORY PAY. 43
SECTION 6. COMMUNITY SERVICE OFFICERS. 43
SECTION 7. DETECTIVE/EVIDENCE TECHNICIAN INCENTIVE PAY PROGRAM. 43
SECTION 8. DETECTIVE SERGEANT INCENTIVE PAY 44

ARTICLE 32 - EQUIPMENT 45

SECTION 1. REPAIR OR REPLACEMENT OF PERSONAL PROPERTY OR EQUIPMENT. 45
SECTION 2. VESTS. 45

ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE 45

SECTION 1. UNIFORM CLEANING. 45
SECTION 2. CLOTHING ALLOWANCE. 45

ARTICLE 34 - LEGAL FEES 45

ARTICLE 35 - SAVINGS CLAUSE 47

ARTICLE 36 - ASSOCIATION RIGHTS 47

SECTION 1. UNION EXECUTIVE BOARD. 47
SECTION 2. EXECUTIVE BOARD RELEASE TIME. 47
SECTION 3. UNION NEGOTIATING COMMITTEE. 48
SECTION 4. NEGOTIATING COMMITTEE RELEASE TIME AND PAID BARGAINING TIME. 48
SECTION 5. COUNTY- UNION MEETINGS. 48

ARTICLE 37 – LIGHT DUTY 49

SECTION 1 49
SECTION 2 49
SECTION 3 49
SECTION 4 49
SECTION 5 49

ARTICLE 38 – DEPUTY MEDICAL EXAMINERS 50

SECTION 1. APPLICATION OF ARTICLE 50
SECTION 2. WORKWEEK 50
SECTION 3. STANDBY PAY 50
SECTION 4. CALL BACK PAY 51
SECTION 5. PHONE CALL PAY 51
SECTION 6. LEAVE HOURS 51
SECTION 7. DEPUTY MEDICAL EXAMINER SUPERVISOR 51

ARTICLE 39 – EAP/PSYCHOLOGICAL REVIEW 52

ARTICLE 40 - TERMINATION 53

A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION

PREAMBLE

This Agreement is entered into by Clackamas County, Oregon hereinafter referred to as the COUNTY, and the Clackamas County Peace Officers Association, hereinafter referred to as the UNION.

The parties agree as follows:

ARTICLE 1- RECOGNITION

Section 1. The COUNTY recognizes the UNION as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of the classified COUNTY employees in the Sheriff's Office, the Investigators in the District Attorney's Office, and the Deputy Medical Examiners in the Department of Emergency Management, working twenty or more hours per week.

Section 2. When any position not listed on the Wage Schedule is established, the COUNTY shall designate a pay rate for the position. In the event the UNION does not agree that the rate is proper, the UNION shall have the right to submit the issue as a grievance at Step III of the grievance procedure.

Section 3. The UNION and the Sheriff's Office agree to meet twice a year regarding the utilization of temporary employees by the Sheriff's Office. The meetings will be staffed by a representative from DES. The meetings will take place within 10 working days of March 15 and September 15 each year. The purpose of the meetings will be to assess the Sheriff's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to full time positions.

ARTICLE 2- PRESERVATION OF PUBLIC RIGHTS

Section 1. The UNION recognizes that an area of responsibility must be reserved to the COUNTY if COUNTY government is to effectively serve the public. Therefore, the COUNTY shall have full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to

be exercised by the COUNTY and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.

2. The determination of the COUNTY'S financial, budgetary and accounting procedures.

3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

Section 2. The COUNTY, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the UNION or in the exercise of rights protected by this contract, including the right to file grievances or to request union representation.

Section 3. The COUNTY and the UNION for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or any other subject matter except as provided in Article 3, EXISTING CONDITIONS.

ARTICLE 3 - EXISTING CONDITIONS

Matters of employment relations including but not limited to, direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. Any changes in existing employment relations during the term of the Agreement shall be negotiated with the UNION.

ARTICLE 4 - HOURS OF WORK

Section 1. Regular Hours and Workday.

The regular hours of work each day shall be consecutive. The workday shall consist of current prevailing consecutive hours of work scheduled, provided that changes to shift starting times that are required for justifiable business reasons may be made at the time of regular semi-annual seniority shift-bid without bargaining the change with the UNION.

All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time except for emergency situations.

The workday commences for Motor and K-9 Units (except Motor Units assigned to contract cities) at the time the employee leaves his/her residence and ends upon return to his/her residence at the conclusion of his/her work shift. When a Motor Unit employee agrees to work a voluntary overtime shift on days off for special events, work time starts upon the employee's arrival at the event and ends upon the employee's departure from the event. The workday for Motor Units assigned to contract cities commences and ends upon arrival and departure from the city. Shift starting times and days for Motor Units may be altered by the County for justifiable business reasons at the time of regular semi-annual seniority shift bid without bargaining the change with the UNION. Shift bid posting for motors will include work hours and days off but need not include district assignments or city assignment.

Section 2. Workweek. Non-continuous Operations.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees in continuous operations who may be employed for four (4) consecutive ten (10) hour days if such schedule is previously approved in writing by the Union.

Section 3. Workweek. Continuous Operations.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week such as but not limited to Patrol, Services and Corrections. The workweek for employees engaged in continuous operations shall consist of consecutive days.

Section 4. Four (4) Ten (10) Work Schedule.

It is mutually agreed that the County may employ employees on a four (4) day work week ten (10) hour a day basis, referred to as the 4/10 schedule, rather than those hours set forth above in this Article.

The UNION and the COUNTY agree to form a Committee within 60 days after ratification of this contract to evaluate a possible ten (10) hour work schedule for Records Unit employees (excepting the Public Information Coordinator). The Committee shall consist of an equal number of bargaining unit members and management members not to exceed a total of four members. Bargaining unit members shall be selected by the UNION. The Committee will make recommendations to the Sheriff within six months of its formation. A ten (10) hour work schedule shall only be implemented with the permission of both the UNION and the COUNTY. The schedule shall be set out in a Memorandum of Understanding to be attached to this contract. After implementation, either the COUNTY or the UNION can terminate the ten hour schedule with 30 days notice.

Section 5. 3-12/3-12 + 8 Hour Work Schedule.

The 3-12/3-12 + 8 work schedule shall consist of three (3) twelve (12) hour work days, followed by four (4) days off, followed by three (3) twelve (12) hour work days, followed by an eight (8) hour work day, followed by three (3) days off. This schedule may begin with either the long or the short work week. Employees assigned this schedule are subject to the section 7k exemption under the Fair Labor Standards Act. A 7k exemption establishes a 14-day work period including 80 regularly scheduled hours of work. Overtime on a daily basis will be paid as provided in Article 13. Either the COUNTY or the UNION can terminate the 3-12/3-12 + 8 hour schedule with 30 days notice.

Section 6. 5-9/4-9 Work Schedule.

The 5-9/4-9 work schedule shall consist of five (5) consecutive nine (9) hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) hour workdays, followed by three (3) consecutive days off. During the 4-9 work week, Friday shall be the first of the three consecutive days off. The implementation of the 5-9/4-9 work schedule shall terminate upon the mutual consent of the parties or by thirty (30) days written notification from either party of its desire to terminate.

Pursuant to the 5-9/4-9 schedule, the parties agree that employees assigned to this schedule are subject to the 7k exemption under the Fair Labor Standards Act. A 7k exemption establishes a 14-day work period including 81 regularly scheduled hours of work. Overtime on a daily basis will be paid for hours worked exceeding nine (9).

Call out pay will be authorized at the rate of time and one half on any Friday for any off duty member working the 5-9/4-9 work schedule during what would normally be their assigned work hours. After what would have been the employee's normal work hours on the regularly assigned Friday day off, the call out rate of double time will remain as pursuant to Article 15, sections 1 and 2 and for any of the other regularly assigned days off.

Section 7. School Resource Officers.

During the school year, School Resource Officers (SRO) shall work a five (5) day work week, eight (8) hours a day schedule, Monday through Friday. During the Summer, the SRO's may be assigned to a four (4) day work week, ten (10) hours a day with either Friday through Sunday off or Saturday through Monday off depending upon the needs of the Sheriff's Office. School Resource Officers will be assigned to day shift but may request an alternative shift and/or alternative days off. Notification of their Summer schedule shall be given 30 days prior to assignment to a Summer schedule. When a school holiday and a County holiday are the same, the SRO will have that day off. On days when students are not present, (unless the school requests their presence), the SRO's will report to patrol for their regular working hours.

Section 8. Schedule of Deputy Medical Examiners.

See Article 38.

Section 9. Shift Trading.

For employees who agree to trade shifts for one day, the traded shift becomes each employee's assigned shift. Failure to work the shift will have the same consequences as if the employee did not work the employee's regular shift. Shift trades may be made only between employees working in the same capacity, must be voluntarily agreed to by the employees involved, and must be approved by management after being fully informed of the trade and before the work is performed. Overtime does not apply to traded shifts.

Section 10. Current Work Schedule Assignments.

Patrol Division and CRAFT: 4-10 schedule, except deputies assigned to Special Units including Case Management and Crime Analysis, who are assigned to a 5-8 schedule.

Detectives and Sergeants assigned to the Detective division, and Deputies assigned to Fleet Management: 5-9/4-9 schedule.

Corrections Deputies and Corrections Deputy Recruits: 3-12/3-12 + 8 schedule.

Section 11. DPSST Basic Academy Training

All DPSST Basic Academy mandatory activities such as but not limited to instruction time, flag raising and physical fitness training shall be considered as normal work duty time and shall be compensated as such. The work week shall consist of a forty (40) hour work week, based upon a five (5) day work week, eight (8) hour work day. These eight hours of the work day may be non-consecutive due to long break periods between classes and other required activities. If the amount of time spent in required activities totals more than forty hours per week, overtime will be paid at time and one half. Attendance at voluntary Basic Academy events is not considered work time.

The County agrees to continue to pay for the employee's meals and other normal required Basic Academy expenses such as room and instruction expenses. This does not include optional equipment expenses which shall be paid by the employee, or other equipment that the employee is normally required to purchase.

ARTICLE 5 - MEAL AND REST BREAKS

Section 1. Meal periods.

All employees will be granted a meal period during their working shift, during which time they are subject to call when needed.

Section 2. Rest periods.

Employees working an eight (8) or nine (9) hour day shall be provided with a rest period of fifteen (15) minutes during each half of the employee's shift. Employees working a ten (10) hour day shall be provided with a rest period of twenty (20) minutes during each half of the employee's shift. Employees working a 12 hour shift shall be provided with two twenty (20) minute rest periods during the employee's shift.

ARTICLE 6 - SHIFT PREFERENCE, CHANGES AND DAYS OFF

Section 1. Seniority for Shift Preference and Days Off.

For the purposes of shift preference and selection of off duty days within a Division, seniority shall be the major consideration along with the needs of the Sheriff's Office and the individuals involved. When shift preference or selection of off duty days is not based upon seniority, the employee shall be given notice in writing at least seven (7) calendar days before the effective date of the needs of the Sheriff's Office that precluded the use of seniority for said shift preference or selection of off duty days. Seniority shall be determined by the length of time an employee has within a job classification with the Sheriff's Office except for Recruit and Deputy Sheriff in which case seniority shall be defined as the hire date in either of these two classifications and for Recruit Corrections Officer and Corrections Officer in which case seniority shall be defined as the hire date in either of these two classifications. For Office Specialist 1 and Office Specialist 2 seniority shall be defined as the hire date in either of these two classifications.

An employee's request for transfer to a different shift or different days off shall be made in writing and shall go directly to the Division Commander under whom the employee is assigned. The Division Commander will act promptly upon the employee's request by written response to the employee of the approval or denial of the request. No request shall be denied unless just cause exists for the denial. In the event the request is denied, the Division Commander shall state the reason or reasons for denial in writing in the response to the employee.

Section 2. Shift Changes.

Whenever the employee, at his/her request, is reassigned a shift, or transferred to another assignment wherein the employee is required to work more than five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive twelve (12) hour days, such additional time worked is exempt from payment of overtime and is compensated by compensatory time off at a time mutually agreed by the employee and the Division Commander. Whenever the employee, at the COUNTY'S direction, is reassigned a shift, or transferred to another assignment wherein the employee is required to work more than five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive twelve (12) hour days, such additional time worked shall be considered overtime and compensated at the rate of time and one-half (1.5) the employee's regular rate of pay.

The Division Commander will make every effort to schedule shift changes or reassignment with the least amount of additional shifts to be worked by the employee over the regular work week of five (5) consecutive days, four (4) consecutive days, or three (3) consecutive days.

Section 3. Shift Rotation.

Shift rotation occurs every six months on March 1 and September 8. Bidding for shift rotation for Sergeants will be completed between August 1 and August 3 and between February 1 and February 3. Bidding for shift rotation for members of the bargaining unit will be completed between August 5 and August 10 and between February 5 and February 10. Implementation will take place on September 8 and March 1 except in exigent circumstances whereby implementation may take place no later than September 22 and March 15. Marine Officers will rotate one position on a five-year basis.

Employees in a temporary assignment during the Spring/Summer that begins before June 1 shall remain in their regular shifts until assigned and will not participate in the preceding shift rotation process that occurs from February 5 to February 10.

An employee wishing to transfer to patrol from any special assignment, division or position shall notify both their division commander and the patrol division commander, in writing, at least six (6) weeks prior to the start of the bump sign up.

Section 4. Rotation Process.

At least ten (10) days prior to the start of the bidding for shifts, a list of personnel will be posted. The list will assign each employee a specific half (1/2) day, based upon seniority, on which each employee will make him/herself available for phone contact to select a shift and days off. The list will include a beginning and ending time for each day that calls will occur and selections accepted.

Each employee will be called in order of seniority to select his/her shift and days off. If the employee does not answer the phone, return a message or answer a page within one (1) hour, the bidding process will proceed past him/her. If/when the employee returns the call, s/he will select from the shifts and days off which are available at the time they called. If the employee does not return a call during the hours posted, his/her name will be placed at the top of the list on the following day. The employee will be called first on the next day. If s/he does not respond, the process will be repeated for subsequent days of the sign-up period.

If the employee is not going to be available, s/he will notify their watch commander of supervisor, in writing, of their top seven (7) choices for shift and days off. An attempt will be made to contact the person but if s/he cannot be contacted, s/he will be given the top choice available on the list s/he provided.

Section 5. Contract Cities.

1. Contract Cities Generally

Patrol Division personnel who wish to bid for assignments in contract cities shall follow the provisions of Article 6, Section 1, with the following additional requirements:

A. All contract city assigned patrol positions shall be subject to specific written expectations for assignment to or maintaining assignment to a contract city. Those expectations shall be communicated to the employees. By mutual agreement, the city, the contract city Station Commander and/or appropriate Sheriff's Office Division Commander may reassign an employee in a contract city position if not meeting written expectations.

B. Unexpected vacancies shall be filled by the affected Division Commander temporarily until a selection for the vacant position can be made as set out in Section 1 above.

C. When the seniority shift bid is posted pursuant to Article 6, Section 1, the available shifts which are listed shall specify the work hours and days off. The duration of any assignment in excess of six (6) months must be indicated on the seniority shift bid posting.

2. Wilsonville and Happy Valley

All Wilsonville and Happy Valley Patrol Division positions shall be for a five (5) year length of time except for Motors Unit which shall be subject to the regular semi-annual seniority shift-bid process. Members have the option of leaving after completion of two (2) years in the assignment. A member who opts out after completion of two (2) years shall notify in writing to the Station Commander with at least six (6) weeks notice prior to the start of the bump sign-up. Employee's who are assigned to Wilsonville and Happy Valley due to a lack of seniority, may opt out after one (1) year. An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to Wilsonville and Happy Valley.

3. Other Contract Cities

A. All full-time Patrol Division positions assigned to other contract cities (for 30 hours per week or more) shall be for a two (2) year period of time with the option of leaving after one (1) year in the assignment except for Motors Unit which shall be subject to the regular semi-annual seniority shift-bid process. A member who opts out after completion of one (1) year shall notify in writing to the Station Commander with at least six (6) weeks notice prior to the start of the bump sign-up. Employees who are assigned to contract cities due to a lack of seniority, may opt out after one (1) year. An employee who opts out at the end of one (1) year shall do so in conjunction with the regular semi-annual seniority shift bid process. An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to contract cities.

B. Full-time members may not be bumped pursuant to ARTICLE 6, SECTION 1, prior to completion of the two (2) year commitment.

ARTICLE 7- HOLIDAYS

Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King Jr. Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

Section 2. Holiday Pay.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they are not scheduled to work.

Section 3. Weekend Holidays.

Except for employees in continuous operations, whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday, and, whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4. Holiday During Leave.

Should an employee be on authorized sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

Section 5: Holiday Worked.

If an employee works on any of the holidays listed above, he/she shall, in addition to his/her regular pay, be paid for all hours worked at the rate of time and one-half (1- 1/2) his/her regular rate of pay. For purposes of this sub-section only, holiday pay shall be equal to the scheduled shift. For example, if the employee is a 8, 9, 10, or 12 hour day, they shall receive 8, 9, 10, or 12 hours of holiday pay respectively.

Section 6. Personal Leave.

Each employee shall receive two (2) personal leave days per calendar year. v The length of each personal leave day is equal to the number of hours that employee is scheduled to work. The personal leave days are non-cumulative in nature and must be used during the calendar year or they will be forfeited by the employee. The COUNTY cannot arbitrarily deny the use of a personal leave day. Any employee whose personal leave day(s) remains unused at the end of the calendar year because use of the day(s)

was denied, shall be compensated for the unused day(s). New employees shall be eligible for two (2) personal leave days after ninety (90) days of employment.

ARTICLE 8 - SICK LEAVE

Section 1. Accrual.

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked, to be used in the event of illness or illness of a member of the immediate family. Sick leave shall be accrued without limit. Newly hired employees shall accrue eight (8) hours of sick leave each month after working thirty (30) calendar days. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month of the first day of that month as per the County's 11-Day Rule policy.

Section 2. Verification of Sickness.

Absence due to sickness in excess of three (3) days may be verified by a health care provider at the request of the Division Commander. Appropriate documentation may be required for absence of less than three (3) days if the Division Commander has reasonable suspicion (based upon a pattern of absences over a minimum of a three month period of time) that misuse or abuse of sick leave exists.

Section 3. Use of Sick Leave.

Employees may utilize sick leave for their own illness or that of a family member or as otherwise permitted by law. Employees may utilize sick leave when unable to perform their job duties due to health related reasons. Engaging in recreation, other employment, or other activities not related to ill health will be considered misconduct and the Sheriff may discipline employees engaging in such activities subject to the principles of Article 20, Discipline And Discharge. The use of sick leave shall be equal to the work day of the respective employee.

Section 4. Death.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) consecutive workdays leave of absence with full pay in event of the death of a member of his immediate family. Where deemed necessary by the Service Division Commander, Chief Deputy, or Sheriff, the employee shall be granted two (2) additional days with pay for travel time.

Section 5. Immediate Family.

An employee's immediate family shall be defined as spouse, parents, parents of the spouse, domestic partner, parents of the domestic partner, children, stepchildren, brother, sister, grandparents (of employee, spouse or domestic partner), grandchildren, sister-in-law and brother-in-law. Stepchildren, stepparents, or children of domestic partner residing with the employee, shall be included in the definition of immediate

family. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Sheriff or his designee upon request.

Section 6. Unused Accrued Sick Leave at Time of Retirement.

Pursuant to ORS 237.153, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

Section 7. Sick Leave Donation.

An employee may donate accrued sick leave to another employee when the second employee (donee) does not or will not have adequate accrued sick leave to cover an injury or illness as long as the illness of the second employee qualifies under FMLA or the Oregon Family Leave Act (OFLA) guidelines. Sick leave hours shall be donated and used on an hour for hour basis.

Section 8. Pay and Subpoenas While on Leave.

An employee shall not perform any work while on family medical leave or sick leave absence. The Sheriff's Office will not require an employee to perform any work while on family medical leave or sick leave absence, including attendance in court. However, the parties recognize that the Sheriff's Office cannot control the issuance of a subpoena by other parties. If an employee on such leave is subpoenaed for an appearance in a case arising out of official duties, and is unable to attend, the employee shall notify the person causing the subpoena to be issued. If the employee appears pursuant to the subpoena, they shall be compensated as set forth in this Agreement. If the Sheriff's Office's receives a lawful subpoena compelling the employee's court attendance, the Sheriff will make an attempt to contact the employee. It shall be sufficient for the Sheriff to call the employee's home telephone number or such other phone number that the employee leaves for such purposes, leaving a message if the employee is unavailable and there is an adult person with whom a message may be left or a device on which to leave such message. If the employee is unavailable and there is no person or device with which to leave a message, it shall be sufficient for the Sheriff to forward a copy of the subpoena to the employee by sending it to the employee's home or such other address that the employee provides for such purpose. No employee will be disciplined or counseled for failure to obey a subpoena which is served upon the employee during a County-approved family medical leave or bona fide sick leave absence.

ARTICLE 9 - VACATION LEAVE

Section 1. Accrual.

Employees having served in the COUNTY service for six (6) consecutive full calendar months, shall be credited with forty-eight (48) hours vacation leave. Thereafter, vacation leave shall be accrued as follows:

A. Less than five (5) years of continuous service, 140.4 hours per year, accrued at the rate of 11.7 hours per month. Vacation leave not to accumulate beyond 240 hours.

B. Five (5) to ten (10) years, but less than ten (10) years of continuous service, 164.4 hours per year, accrued at the rate of 13.7 hours per month. Vacation leave not to accumulate beyond 240 hours.

C. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous service, 188.4 hours per year, accrued at the rate of 15.7 hours per month. Vacation leave not to accumulate beyond 320 hours.

D. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous service, 204.0 hours per year, accrued at the rate of 17.0 hours per month. Vacation leave not to accumulate beyond 320 hours.

E. After twenty (20) years of continuous service, 219.6 hours per year, accrued at the rate of 18.3 hours per month. Vacation leave not to be accumulated beyond 360 hours.

Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum._Vacation time shall be allowed to accumulate beyond the aforementioned maximum where the employee has requested vacation and such vacation request has been denied. Any vacation leave which would otherwise have been lost shall be taken as soon thereafter as the needs of the COUNTY and the availability of vacation relief allow. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Section 2. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs whichever the case may be.

Section 3. Vacation Scheduling.

Employees shall be permitted to choose either a split (including less than a full day of vacation) or entire vacation. Whenever possible, if consistent with the needs of the COUNTY in conjunction with the availability of vacation relief, employees shall have the right to determine vacation time. The COUNTY shall make available a vacation sign-up sheet twice each year; the first time is from February 11 to February 20 for vacations occurring March I through September 7 and the second time is from August 11 to August 20 for vacations occurring September 8through February 28 or 29. Any conflicts in requested vacation time shall be resolved by granting the requested time off to the employee with the most seniority. The vacation schedule shall be frozen on the day after the lock-in period concludes (February 21 and August 21). Employees are not required to sign up to use vacation time during these two sign-up periods. An employee may request vacation at any time throughout the year provided, however, that for

vacation scheduled other than during the February and August sign-up periods, seniority may be used to resolve conflicts only for vacations of less than one work week provided the employee exercises his/her seniority rights at least 10 work days before the effective date of the vacation request. The COUNTY must accept or reject an employee's request for vacation within seventy-two (72) hours of receipt of the request. The seventy-two (72) hour response time limit does not apply during the vacation sign up periods described above.

Section 4. Required Use of Vacation.

The Sheriff may require each employee to take a maximum of ten (10) days vacation within the employee's anniversary year.

Section 5. Commitment to Retire.

An employee who signs a commitment to retire within three years from the date such request is made shall be allowed to accrue vacation in addition to the provisions of Article 9 for the purposes of vacation payments upon termination of employment. The amount of vacation paid shall not exceed three (3) times the maximum accrual of vacation and shall be paid to the employee upon retiring from employment with the COUNTY. An employee making a commitment to retire shall specify the date of his/her retirement not more than three years into the future. If an employee does not retire on the date specified in the signed commitment to retire, he/she shall lose any accrued vacation in excess of the carry over limit set at 1080 hours.

ARTICLE 10 - OTHER LEAVES

Section 1. Leave of Absence.

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted by the Sheriff for any reasonable purpose. Such leave may be renewed or extended by the Board of County Commissioners. Reasonable purpose will not include engaging in other employment. The Sheriff may make exceptions for those whose purpose is to engage in temporary employment that is clearly in the best interest of the Sheriff's Office.

Section 2. Jury Duty.

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees, excluding mileage reimbursement upon any day that they are scheduled to work. Employees will be required to call their watch commander when less than a normal work day is required by jury duty. The watch commander shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

Section 3. Parental Leave.

Parental leave will be granted in accordance with all federal and state statutes and the Clackamas County Employment Policy and Practice # 9.

Section 4. Educational Leave.

After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school, when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary.

One (1) year leave of absence with any requested extension, for educational purposes, may not be provided more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individuals skill or professional ability, provided it meets with the approval of the Sheriff.

Section 5. Family Medical Leave.

Family Medical leave will be granted in accordance with all federal and state statutes and the Clackamas County Employment Policy and Practice #10.

ARTICLE 11 - HEALTH AND WELFARE

Section 1. Accrual of Benefits.

A regular status employee working greater than or equal to 20 hours per week is eligible for medical benefits on the first of the month following the benefit waiting period described in Section 10.

Section 2. Medical-Hospital.

The COUNTY agrees to contribute toward the monthly composite premium at the existing dollar level for coverage defined in the Summary Plan Descriptions agreed to by the UNION and the COUNTY through December 31, 2011. Family coverage shall include dependent college students up to the age of twenty-five (25) and dependent coverage required under federal or state statutes. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

For the plan year effective January 1, 2012, the COUNTY agrees to pay 95% of the premium for Providence medical plans and the employee agrees to pay 5% of the premium costs. The COUNTY agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan.

For the plan years effective January 1, 2013 and January 2, 2014, the COUNTY agrees to pay 95% of the premium for Providence medical plans and the employee agrees to pay 5% of the premium costs. However, if the premium increases more than 10% in any one year, the County and the employees shall evenly split the increased costs above 10%. The County and the CCPOA agree to meet and possibly negotiate modifications in the insurance plans to reduce the proposed increased premiums. The COUNTY agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan.

If the parties, while bargaining for a successor collective bargaining agreement, have not reached agreement regarding this Article 11, by September 30, 2013, the County will conduct an open enrollment process for health care coverage to be effective January 1, 2014, with the County agreeing to pay 95% of the premium costs for the Providence Plans and 100% of the cost for the Kaiser medical plan. This temporary increase in the County's contribution will satisfy the County's obligation to maintain the status quo for the medical plans while bargaining continues.

Section 3. Life Insurance.

The COUNTY agrees to contribute monthly an amount equal to the composite life insurance premium with death benefits of $75,000 or the premium cost up to that amount for a comparable plan. Employees in a classified position, regularly scheduled for 30 or more hours of work per week, will become eligible on the first day of the month following the benefit waiting period described in Section 10. The Life Insurance program will provide an Accelerated Benefits option provision. The cost for the Accelerated Benefits Option will be picked up by the County.

Section 4. Dental Insurance.

The COUNTY agrees to contribute monthly an amount equal to the self funded composite dental program premium for the existing family coverage with the individual benefit of $1,500 per individual per year, with orthodontic coverage ($3,000) plan. The employee may also choose an alternative dental plan provided through Kaiser. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

Section 5. Long-term Disability Insurance.

The COUNTY agrees to contribute monthly an amount equal to the composite long-term disability insurance premium or the premium cost up to that percentage for a comparable plan. Benefits, including those from other sources, will equal 60 percent of up to $3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

The COUNTY agrees to make available a supplemental disability insurance plan whereby employees may purchase additional coverage up to 60 percent of their base

monthly salary subject to the approval of plan documents complying with the regulations of the Internal Revenue Code.

Section 6. Civil Insurance.

The present policy of providing insurance for all employees against civil suits covering insurable acts while in the performance of their duties will be continued.

Section 7. Surviving Spouse and Dependent Coverage.

The COUNTY agrees to provide spouses and dependents of deceased employees who were covered by this Agreement with medical and dental insurance as provided for in Sections 1 and 3 of this Article, for a period of twenty-four (24) months following the death of the employee. If, during the twenty-four (24) month period, the deceased employee's spouse becomes eligible for medical or dental insurance under another plan, the COUNTY provided insurance which is duplicated will cease on the inception date of the new insurance.

Section 8. Retiree Medical Benefits.

Three and one quarter percent (3.25%) of employee compensation as set forth in the appendices shall be placed into a fund to be administered by the Independent Retiree Medical Trust (subject to the agreement below) to provide medical benefits for retired eligible employees who have not yet become eligible for Medicare benefits. The Retiree Medical Trust shall have the sole responsibility and the right for determining the amounts of benefits to be received and the eligibility for receipt of those benefits, subject to the agreement below.

Clackamas County (County) and the Clackamas County Peace Officers' Association (Association) agree to form a committee to review and make a recommendation to the Board of County Commissioners about the establishment of an Independent Retiree Medical Trust (IRMT). The purpose of the IRMT would be to administer the retiree medical benefits which are described in Article 11 Section 8 of the collective bargaining agreement and in the Agreement dated February 25, 2005 related to the Sheriff's Office Retiree Medical Fund. The committee will proceed as follows:

1) Upon signature of this agreement, the parties shall begin searching for a mutually acceptable consultant to assist with the work of IRMT Committee. The process for selecting such consultant shall be:

    a. The request for proposal will be conducted through the County's Purchasing Division following its standard processes. All interested parties are welcome to make a proposal.
    b. The union and management members of the IMRT Committee shall develop the request for proposal requirements, evaluate the submitted proposals and recommend a finalist to the Board of County Commissioners.
    c. The cost of such consultant shall be equally divided between the County and the Union.

2) Within six months after the ratification by both parties of the successor agreement, the committee shall report back to the Board its recommendation. The meeting of such committee shall occur every two weeks until a recommendation is formed or six months passes, whichever is first. Such Recommendation shall include (a) the County's obligation is to solely provide the agreed upon funds as outlined in the Collective Bargaining Agreement and shall have no obligation to provide additional funds should the IRMT not have sufficient money to meet its obligations or is in deficit for any other reason; and (b) direction of an IRMT should be based on the principle of equal representation from the County and the Association:

3) Each party shall appoint its own committee members up to three, with voting being equally divided between each side. If the final recommendation has a tie vote, that shall be reported to the Board.

Section 9. ***Domestic Partners.***

Domestic partners, as described below, will be treated the same as spouses for purposes of medical, dental and life insurance programs described in this article, subject to Federal and State laws and regulations and completion of a notarized Affidavit of Domestic Partnership provided and approved by the Department of Employee Services – Risk & Benefits Division.

Section 10. ***Benefits Waiting Period.***

Benefits shall become effective on the first day of the month following two (2) months of continuous employment. Continuous employment as related to health and welfare benefits shall be defined as being in a paid status during the entire benefits waiting period, except for an unpaid period not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

Section 11. Plan Changes Required by Law or Insurance Carrier.

The COUNTY shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations or required by the insurance carriers. Unilateral changes in benefits initiated solely by the insurance carriers are subject only to impact negotiations with the UNION.

Section 12. Joint Peace Officers/County Benefits Committee.

Effective upon ratification of this agreement and in the open enrollment period following the ratification of this agreement, all Union employees shall participate in the benefit plan as agreed through negotiations between the Union and the County.

(a) The Joint Peace Officers/County Benefits Committee shall have the responsibility to make recommendations regarding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage and for disability and life insurance. The primary emphasis in plan design shall be to

provide a comprehensive, competitive benefit program at a reasonable cost. The Committee will investigate all options for providing insurance including forming an employee's benefit trust and/or partial self-funding. No changes will be made to benefit plans without the approval of the Union and County.

(b) The Committee shall be comprised of an equal number of members from the Union and County. A non-voting County Commissioner will be invited to attend all meetings. The Committee shall meet at least quarterly, or more frequently if required. Decisions of the Committee will be made by a majority of votes. Absentee members will also be given the opportunity to vote.

(c) The Committee shall make plan design recommendations for medical, vision, dental, disability and life insurance plans at least one hundred and twenty (120) days prior to the beginning of the following plan year. Any changes to plan designs must be through negotiations between the Union and the County.

(d) The County shall provide administrative coordination and support for the Committee. The Committee shall be provided all financial information and related reports as may be available.

ARTICLE 12 - WAGES

Section 1. Wages and Classification Schedule.

Employees shall be compensated for the fiscal year 2011 – 2012 in accordance with the wage schedule attached to this Agreement and marked Appendix "A" which represents a 0% increase.

Employees shall be compensated for the fiscal year 2012 – 2013 at 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4%.

Employees shall be compensated for the fiscal year 2013 – 2014 at 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.0% plus an additional 2.0%.

An updated pay plan will be published by the COUNTY each year by July 1.

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index--Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor, Bureau of Labor and Statistics. The change in the CPI-W shall be the indicator located in the "Annual" column of the "12 Months Percent Change" report. The COLA percentage will be sent to the Union President by April 1 of each year.

Section 2. Deferred Compensation.

An amount equivalent to four percent (4%) of the employee compensation as set forth in the appendices shall be placed into a deferred compensation plan for each employee,

the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

Section 3. Time of Service.

Step increases (merit raises), seniority and longevity pay for regular full-time employees, shall be determined on the basis of calendar months within which the employee has worked without interruption in service. "Interruption in service" shall not include those authorized leaves as set forth in this Agreement.

Section 4. Longevity Pay.

For every five (5) years of continuous COUNTY service, the employee shall receive $54.52 per month longevity pay in addition to his normal compensation. Eligibility shall be based upon the number of continuous years of regular status County Service. Continuous service for the purpose of determining eligibility for longevity pay shall be service unbroken by separation from County employment that results in a changed date of hire. On July 1, 2012 the amounts shall increase by the amount of inflation determined in Section 1 above. On July 1, 2013 the amounts shall increase by the amount of inflation determined in Section 1 above.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/16, for purposes of calculating longevity the date shall be 4/15.

Section 5. Field Training Officer Pay.

Any employee assigned the responsibility of a field training officer or a person supervising a field training officer shall receive premium pay in the amount of ten percent (10%) of his/her base pay for the length of the assignment.

The following classifications are eligible for Field Officer Pay:

a) Corrections Deputy
b) Corrections Sergeant
c) Deputy Sheriff
d) Sergeant
e) Detective
f) Community Service Officer
g) Evidence Technician
h) Office Specialist 1 & 2
i) Any other classification which uses an approved Field Training and Evaluation Program (including the above listed).

Section 6. Computation of Hourly Rate.

The computation of the hourly rate included in the Salary Range Schedule and used to compensate employees working at a particular range and step shall be computed upon the following equation:

Yearly Salary assigned to full time position _____ = dollars

Number of hours normally worked yearly in position per hour

Continuous operations = $\frac{\text{Yearly Salary}}{\text{2080 Hours per year}}$ = dollars per hour

Section 7. Bilingual Pay.

Any employee who is fluent in Spanish, Russian, American Sign Language, or a language agreed upon by the CCPOA and the Sheriff and in the course of the employee's duties uses that language, shall receive a 5.0% increase in his/her base salary.

Proficiency will be established by a DES-approved testing process and/or by the FBI. All costs for initial testing, documentation and retesting shall be borne by the Sheriff's Office.

Section 8. Records Unit Graveyard Shift Differential Pay

Employees in the Records Unit of the Support Services Division who work 51% of their scheduled work hours after 12:00 midnight shall receive a shift differential of $1.00 per hour for all hours worked during their shift. If an employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on their graveyard shift, the employee will continue to receive the shift differential.

Section 9. Motor Deputy Pay

It is anticipated that Motorcycle Deputies will provide normal maintenance of their assigned motorcycles outside the Deputy's normal work hours. In consideration of this activity, employees working in the assignment of Motorcycle Deputy shall receive additional compensation equivalent to five (5) percent of their base salary for that period of time that the employee is functioning as a Motor Deputy.

In consideration of the additional compensation paid to Motor Deputies the Sheriff shall have the authority to move the Motor Deputies within the Sheriff's Office as needed for business reasons without a demand from the Union to bargain the decision or any pay issues from the move.

Section 10. K-9 Maintenance Pay

It is anticipated that Canine Deputies will provide maintenance of their assigned dogs, including feeding, grooming, some training and other normal dog maintenance responsibilities, outside the Canine Deputy's normal work hours. In consideration of this activity, Canine Deputies shall receive additional compensation equivalent to five (5) percent of the Canine Deputy's base salary for that period of time that the officer is functioning as a Canine Deputy. Additionally, Canine Deputies shall receive one (1) hour release time per working day.

ARTICLE 13 OVERTIME

Section 1. Overtime.

Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

A. All authorized work performed in any work day in excess of:
   - eight (8) hours for employees on a 5-8 work schedule, or
   - nine (9) hours for employees on a 5-9/4-9 work schedule, or
   - ten (10) hours for employees on a 4-10 work schedule, or
   - twelve (12) hours in a twelve hour work day, or eight hours in an eight hour work day, for employees on a 3-12/3-12 + 8 hour work schedule;

B. All authorized work performed in excess of:
   - forty (40) hours in any work week for employees on a 5-8 or 4-10 work schedule, or
   - eighty-one (81) hours in the regular 14-day work period for employees on a 5-9/4-9 work schedule, or
   - eighty (80) hours in the regular 14-day work period for employees on a 3-12/3-12 + 8 work schedule;

C. All authorized work performed on regularly scheduled days off. In the event an employee is required to work on his day off, he will be paid a minimum of four (4) hours at time and one-half.

D. Employees working five consecutive days with eight hour shifts shall be paid time and one-half (1.5) for all work performed on the sixth (6th) and seventh (7th) day of their regular workweek. Employees working four consecutive days with ten hour shifts shall be paid time and one-half (1.5) for all work performed on the fifth (5th), sixth (6th) and seventh (7th) days. Employees working the 3-12/3-12 + 8 schedule shall be paid time and one-half (1.5) for all work performed: in their "short" week, on the days following their three regular work days; and in their "long" week, on the days following their four regular work days.

Overtime pay under this Section 1 is subject to the limit of Section 2 relating to voluntary overtime and use of sick leave.

Section 2. Forty hours worked requirement for voluntary overtime.

When an employee has not worked his/her regularly scheduled week, or 14-day work period for those covered by a 7(k) exemption, because of sick time, he/she will not be entitled to overtime pay, for shifts worked voluntarily, until after he/she has worked the regular required hours of that full week or 14-day work period. This section does not apply to sick time used by any employee due to workplace injury reported at time of occurrence, for the initial time loss only.

Section 3. Assignment of Overtime.

When vacancies created by sick, vacation or training leaves are to be filled, they will be filled by seniority among bargaining unit personnel under the following conditions:

A. The UNION will provide the COUNTY with a seniority list of employees twice a year to coincide with scheduled shift changes. The list will include hours and days of the week during which the employee will be available to work extra shifts. The list will also include the employee's primary and secondary contract telephone or pager numbers.

B. When a replacement is needed for a shift vacancy occurring with less than two hours notice, the work will be offered first to those employees already on duty, by seniority, in classification. If no one elects to work the shift then calls will be made from the seniority list within classification. If no one in the classification where the vacancy exists wants to work the shift, then calls shall be made from the seniority list to employees in classifications other than the classification where the vacancy exists.

C. When more than two hours notice has been received of a vacancy that has been determined needs to be filled, the COUNTY must exhaust the overtime list provided by the UNION prior to filling the shift by any other means. Sign up will be seniority in classification. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority. Corrections Division employees may sign up for overtime in half-shift segments. A junior employee may not bump two senior employees who are each signed up for one-half of the same shift. If one-half of a shift is signed up for by an employee with less seniority than the employee desiring to bump, the bumping employee may bump for the whole shift or for the half-shift signed up for by the junior employee. The member doing the bumping must also contact a supervisor to change the schedule. If a member accepts overtime and later decides to decline the accepted overtime, the member must notify a supervisor if the change if less than 72 hours exists before the scheduled shift commences. If less than twenty-four (24) hours exist before the scheduled shift commences, the member must have authorization from a supervisor to be excused from working the shift. A member who fails to report for a scheduled shift, will be given an unexcused absence for failing to report to work. However, members will not be charged an unexcused absence if unable to perform their duties due to health related reasons under Article 8 or an emergency situation and calls in to report their absence as required by Sheriff's Office practices or policies. Temporary loss of overtime sign-up privileges may be part of the progressive discipline issued to an employee failing to comply with this provision as follows: a first offense may result in a ten-day loss of overtime signup privileges; a second violation within a year, a thirty-day loss; and a third violation within a year, a sixty-day loss.

D. When overtime assignments occur for routine or special events (including emergencies that become routine) that do not require special skill and training

the COUNTY will use reasonable effort to notify employees of the available overtime. Sign up will be by seniority in classification. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority.

E. Replacement personnel shall come first from the same classification and division as the employee creating the vacancy, second from the same classification but different division and third, from a different classification.

F. A temporary employee, hired on a 90 day basis, will only be used to replace personnel who are scheduled to be absent for more than 20 working days for employees working a 5/8 work schedule or 16 working days for employees working a 4/10 work schedule.

G. The COUNTY and the UNION recognize it is not in the best interest of the COUNTY to have employees be required to work overtime. The COUNTY will continue its policy of reducing or eliminating the use of mandatory overtime.

Section 4 – DPSST Basic Academy Overtime

Employees enrolled in the DPSST Basic Academy will be paid at time and one-half (1.5) their regular hourly rate of pay for required activities, as described in Article 4 Section 12, exceeding 40 hours in any work week. This Section shall apply in lieu of Section 1 of this Article.

ARTICLE 14 - COURT APPEARANCES

Section 1. Time Outside Regular Shift.

All authorized time spent other than on his regular shift in criminal or civil proceedings, where his attendance is required, arising out of the performance of his official duties. Minimum time: Two (2) hours at the time and one-half (1.5) if on a regular workday and four (4) hours at the time and one-half (1.5) rate if on a regularly scheduled day off. Employees who are required to appear for day court and night court within the same 24 hour period shall receive two (2) minimum payments.

Section 2. Overtime Pay While On Vacation.

Overtime pay while on vacation will be awarded as follows:

A. If the member had an approved vacation/comp day scheduled before receiving a court subpoena, it will be handled as a day off under Article 14, unless the member elects to be credited the vacation/comp time actually spent in court.

B. If the member requests a vacation/comp day for a day that he already has a subpoena, it will be handled as a work day under Article 14. If court time would be during his normal duty time, the member will have their vacation/comp hours adjusted hour for hour so that no vacation time will be lost.

ARTICLE 15 - CALL BACK

Section 1. Call Back.

Call back time, when authorized, will be paid at the rate of time and one-half (1.5). Minimum call back being two (2) hours at time and one-half (1.5).

Section 2. Call Out.

The COUNTY will provide Call Out pay for the following regular duty assignments within the Sheriff's Office: Detectives, Detective Sergeant, Crime Scene Investigations, Special Investigation Unit (Drug and Property Crime Sections), Interagency Task Force (CCITF) and Crash Reconstruction and Forensic Team (CRAFT). Call Out pay would not apply if the employee is engaged in collateral special assignment unit or duties, such as: HAZMAT, HNT, SWAT, BOMB, etc. Call Out pay will be authorized at double time for member's regular assigned days off. Call Out will be based upon unit assignment, case load, expertise, and availability. Minimum Call Out shall be for (4) four hours except when called out within four hours of the start of their regular shift in which case the double-time will be paid up to the start of the employee's regular shift. Call out is defined as an employee being contacted outside their regular work schedule and being called back to duty for an unplanned event. Example: Detective/Deputy assigned to day shift, Monday through Friday, receives an assignment after the end of his/her shift on Friday and before the beginning of his/her regular shift on Monday would receive Call Out pay at the double time rate.

Section 3. Pagers.

Both the COUNTY and the CCPOA recognize that notification of an emergency call out is greatly enhanced with the use of pagers and helps to facilitate expedient responses. Additionally, it is acknowledged that the carrying of department issued pagers during off duty time is voluntary.

ARTICLE 16 - TRAVEL PAY

Whenever an employee is required to report for work in any location other than his/her established place of work or whenever an employee, as part of his/her regular work is required to travel and transportation is not provided by the COUNTY, he/she shall be paid for the use of his/her personal transportation at the rate established by the Internal Revenue Service for reimbursement for business use of personal vehicle.

Established place of work shall be defined as any office, reporting station, or precinct maintained by or for the COUNTY in which employees are assigned to work either permanently, or on a temporary basis of 90 days or more.

Whenever the COUNTY opens a new office, reporting station, or precinct, or changes the location of an existing office, reporting station, or precinct, those employees who are affected by the move may exercise a seniority bump as provided in Article VI of this contract.

For required appearances within Oregon City, the employee shall use his/her own transportation without any reimbursement for the use of a personal vehicle or their own assigned take-home vehicle if available. The employee's work time commences when he/she reports to the designated location. For required appearances outside of Oregon City, an employee living closer to the location of the required appearance may elect to drive his/her personal vehicle directly to the location of the required appearance rather than reporting to the Sheriff's Office to obtain a COUNTY vehicle. Under such circumstances, the employee shall not be reimbursed for the use of his/her personal vehicle, however, the employee's work time commences when he/she leaves home for the required appearance. All other employees shall report to the Sheriff's Office to obtain a COUNTY vehicle to travel to appearances outside Oregon City. The employees work time commences with his/her arrival at the Sheriff's Office.

ARTICLE 17 - STANDBY PAY

Any employee required to be on standby duty shall receive six (6) hours pay for every twenty-four (24) hours of standby duty.

ARTICLE 18 - WORK ABOVE NORMAL CLASSIFICATION

Section 1. Working Out of Classification.

Whenever an employee performs any work for one-half or more of a shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the first step in the range assigned to the higher classification or a 5% increase, whichever is higher, unless said employee is being trained for a higher classification in accordance with an approved training and development plan.

Section 2. Special Assignment.

Deputy 103s working in Special Investigations Unit (SIU) or the Clackamas County Interagency Task Force (CCITF) will be eligible to be paid five percent (5%) above his/her regular monthly pay. Six (6) months after the employee starts working in the assignment, the Unit supervisor will evaluate the member's progress in becoming a productive unit member. The Unit supervisor will recommend one of the following: (1)

granting of the pay increase, (2) withholding the pay increase and re-evaluating at twelve (12) months, or (3) removal of the individual from the assignment. If a member is re-evaluated at twelve (12) months, the Unit supervisor shall recommend that the pay increase be granted or recommend removal from the assignment. The Unit supervisor's recommendations will be forwarded to the Division Commander for review and approval.

ARTICLE 19 - TRAINING

Section 1.
Sworn employees shall receive a minimum of forty (40) hours of Sheriff's Office approved training per year, of which at least twenty (20) hours shall be DPSST approved training. The employee shall participate in training, including firearms training, at times set by the Sheriff or his designee. Employees required to participate in any training that exceeds the total number of hours in their regularly scheduled work week shall be compensated at the overtime rate for time spent in training, including commuting when required by the Fair Labor Standards Act or to flex their hours with approval of their supervisor.

Section 2.
Employees hired as Deputy Sheriff Recruit or Corrections Deputy Recruit will have a one-year probationary period, regardless of whether they are new hires or transfer from other COUNTY employment, in order to allow time for DPSST certification and post-training evaluation. Employees who have transferred or been promoted from within the Sheriff's Office may return to employee's previously held classification(s) if he/she is unable to complete his/her probationary period in a satisfactory manner and that previous position is open.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause, using the principles of progressive discipline. Temporary pay reductions shall be limited to no more than two pay periods and a one-step reduction. Any discipline imposed which impacts the employee monetarily cannot be imposed without approval by the Undersheriff. Disciplinary action may take any of the following forms: oral reprimand, written reprimand, temporary pay reduction, suspension, demotion, or dismissal. Appeals shall be processed through the grievance procedure starting at Step II within fifteen (15) working days of the effective date of the action.

Section 2. The COUNTY shall furnish the employee and UNION with a statement of charges in writing at the time of suspension, demotion or discharge outlining the specific reason for such action.

Section 3. If the COUNTY has reason to reprimand an employee, it shall not be done in manner that is likely to embarrass the employee before other employees or the public. Nor shall said reprimand be done in a manner personally demeaning of the employee.

Section 4. A probationary employee shall be afforded the opportunity to grieve pursuant to Article 21, Settlement of Disputes, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the COUNTY.

Section 5. An employee serving a probationary period as a result of appointment from a promotion list shall serve a probation of six (6) months, except for as outlined in Article 19, Section 2. A sworn employee who fails to qualify in the new position shall be reinstated to his/her former position. This provision does not provide for reinstatement to a Recruit position. A non-sworn employee who fails to qualify in the new position shall be reinstated to his/her former position if the position is open.

Section 6. Warnings, oral reprimands, written reprimands, and temporary pay reductions shall be considered stale after twenty-four (24) months and cannot be used as part of any disciplinary process. No material reflecting critically on an employee shall be placed in an employee's personnel file until the employee has been given the opportunity to sign indicating he/she has seen a copy of the material. The employee shall have the right to attach employee comments to anything placed in the employee's personnel file or Watch Commander's training file.

Section 7. No grievance material shall be kept in the personnel file other than grievances resulting from disciplinary action.

Section 8. Prior to any changes in the Sheriff's or the COUNTY'S policies on complaint and discipline procedures which are applicable to the Sheriff's Office employees represented by the UNION, the UNION shall be given notice of those changes and an opportunity to provide comment or demand to bargain on the changes before they are adopted to the extent required by the bargaining law.

ARTICLE 21 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure.

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I. A UNION representative, with or without the employee; shall take up the grievance or dispute with the employee's immediate Division or Watch Commander within fifteen (15) working days of its occurrence. The Division or Watch commander shall then attempt to adjust the matter and respond to the representative within ten (10) working days.

STEP II. If the grievance has not been settled, it may be presented in writing by the UNION representative, or the Union Grievance Committee, to the Undersheriff or Chief Deputy Sheriff within ten (10) working days after the Division or Watch Commander's response is due. After receiving notification, an Undersheriff or Chief Deputy Sheriff shall respond to the UNION representative or the Grievance committee in writing within ten (10) working days.

STEP III. If the grievance still remains unresolved, it shall be presented by the UNION representative or Union Grievance Committee, to the Sheriff within ten (10) working days after the response of the Undersheriff or Chief Deputy Sheriff is due. After receiving notification, the Sheriff shall respond in writing to the UNION representative or Grievance Committee within ten (10) working days.

STEP IV. If the grievance still remains unadjusted, it shall be presented by the UNION representative, or the Union Grievance Committee, to the Board of County Commissioners, or its designees within ten (10) working days after the response of the Sheriff's Office is due. After receiving notification, the Board of County Commissioners or its designees shall respond in writing to the representative or Grievance Committee, within ten (10) working days.

STEP V. If the grievance is still unsettled, either party may within ten (10) working days after the reply of the Board of County Commissioners is due, by written notice to the other, request arbitration. If the Sheriff's Office fails to adhere to the response time outlines above, such failure will allow the grievant to proceed to the next step in the process.

Any of the time periods set forth in this Article may be extended upon mutual agreement of the parties.

STEP VI. Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of seven (7) arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

ARTICLE 22 - MISCELLANEOUS

Section 1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination against any employee in the bargaining unit as to age, sex, marital status, race, disability, color, creed, religion, sexual orientation, national origin, or political affiliation. The UNION shall share equally with the COUNTY the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The COUNTY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the COUNTY, or any COUNTY representative, against any employee in or because of UNION membership or because of any other cause prohibited by law.

Section 2. Rules.

The COUNTY agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New UNION members shall be provided a copy of the rules.

Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaints as to the reasonableness of any new rule or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3. Adequate Protection.

The COUNTY is dedicated to the principle of adequate levels of safety and service in the Sheriff's Office. In order that the County Commissioners may be informed and take appropriate action on professional standards of safety and protective equipment, a committee will be formed consisting of a representative of the Sheriff, a representative of the Commissioners, and a representative of the UNION. This committee will meet quarterly, consider surveys and factual studies and make recommendations for change to the Commissioners.

Section 4. Copies of Collective Bargaining Agreement.

Each member of the bargaining unit shall be provided with a copy of the agreement, printed at the COUNTY'S expense.

ARTICLE 23 - USE OF RESERVE PERSONNEL

Section 1.
The COUNTY may maintain a Reserve Program. Typical or similar duties that may be assigned to Reserve Officers on a voluntary/paid basis include, but are not limited to: school athletic events, crime scene security, transporting prisoners within the Patrol Division only and traffic control (accidents/parades). Reserves may be used in conjunction with retirees and/or regular Sheriff's Office members for parks patrol and Lake Oswego Marine Patrol for the length of the 2011 – 2014 collective bargaining agreement and during the period of time utilized for bargaining of a subsequent contract.

Reserve Officers will not be allowed to replace regular fulltime corrections officers and/or regular fulltime deputy sheriffs due to vacant positions, any absences including, but not limited to, vacations, training, approved leave of absence or to temporarily fill any sworn bargaining unit position.

Reserve Officers may be allowed to work with regular fulltime employees on a voluntary basis and only with the permission of the regular fulltime employee to whom he/she is assigned. Reserves may be assigned with a fulltime employee and paid in emergencies situation, (i.e., acts of God, natural and man-made disasters, civil disorders within the county).

Section 2. The COUNTY and the Union agree that Reserve Deputy Sheriffs being hired to perform duties listed in Section 1 must be a graduate of the Clackamas County Sheriff's Academy or an equivalent law enforcement academy conducted in the state of Oregon.

Section3. The UNION shall be provided by the COUNTY every quarter a list of all voluntary and paid duties and hours performed by reserves.

ARTICLE 24 - FAIR SHARE AGREEMENT

Section 1. The COUNTY and the UNION agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article I, RECOGNITION, of this Agreement.

Section 2. In as much as it is required that the UNION represent every employee within the bargaining unit, making each employee thus a recipient of the UNION'S services, it is mutually agreed and recognized by the parties that each employee who, on July 1, 1977, or any date thereafter, is an employee of the COUNTY and a member of the bargaining unit set forth in Article I, RECOGNITION, to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process.

The COUNTY and the UNION jointly supervised an election by the employees in the bargaining unit, and a majority of those employees voted that non-members of the UNION who are in the bargaining unit shall pay his or her "fair share in lieu of dues-" Therefore, the costs per non-UNION employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted each pay period from each UNION member and each non-UNION member's compensation and remitted monthly to the Treasurer of the UNION.

The County and the Union agree that temporary employees or part time less than half time employees are paid at the same wage rate as bargaining unit members in the same classification. In recognition of the collective bargaining efforts by the Union on behalf of those employees, temporary employees or part time less than half time employees should proportionally and fairly share in the cost of the collective bargaining process. The cost of such services for those employees is fixed at three-quarters of the amount of dues uniformly required of each member of the Union, which amount shall be deducted each pay period from each temporary or part-time less than half time employee's wages, and remitted monthly to the Treasurer of the Union.

Section 3. Such uniform amounts as the UNION Treasurer certifies to the COUNTY as the monthly dues approved by the members of the UNION shall remain as the reasonable amount to be deducted there under.

Section 4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and By-Laws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Section 5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform the COUNTY and UNION of his/her objection. The employee will meet with the representative of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

Section 6. The COUNTY will not be held liable for check off errors but will make proper adjustments with the UNION for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members of the bargaining unit will be delivered to the UNION. Such lists shall include all members paying dues in the previous pay period.

ARTICLE 25 - WORKERS COMPENSATION

Section 1. All COUNTY employees will be insured under the provisions of the Oregon State Workers Compensation Act for injuries received while at work for the County. Both parties agree to the principle that the employee should suffer no financial disadvantage nor should the employee have a financial advantage by being in the disability status.

Section 2. The COUNTY shall compensate the employee from the County's Workers Compensation fund for on-the-job injuries where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury and would have continued to receive had there been no injury. This wage continuation provision is subject to the following conditions:

A. The day of injury shall be considered a workday, and the employee will receive his/her normal salary for that day.

B. The waiting period as stated in ORS 656.210 will be charged to sick leave.

C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.

D. While the employee is receiving wage continuation under this provision, he/she will continue to receive all other County health and welfare benefits he/she was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

E. If the absence due to injury is for a period of six (6) months or more, the injured employee must present to the Board of County Commissioners a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return. After said six (6) month period, it shall be at the discretion of the Board whether or not to continue payment and benefits beyond that guaranteed under the statutes governing Workers Compensation benefits. Full medical and dental insurance coverage shall be provided for a minimum of 12 months. Further coverage shall be at the discretion of the Board.

ARTICLE 26 - PART-TIME EMPLOYEE BENEFITS

Benefits for part-time employees covered by this Agreement shall be as follows:

A. Employees working an average of twenty (20) hours per week shall receive health insurance coverage as if they were full-time employees.

B. Employees working an average of thirty (30) hours per week shall receive dental insurance coverage as if they were full-time employees.

C. Employees working an average of thirty (30) hours per week shall be covered by the County's life insurance and disability insurance policies.

D. Part-time employees must serve a waiting period of four (4) calendar months in order to qualify for the above benefits

E. Employees working less than full time will be eligible for PERS if they meet the requirements of ORS Chapter 237.

F. Employees shall be credited with seniority, vacation and sick leave in an amount proportionate to that which would be accrued under full-time employment.

G. Employees shall be eligible to receive merit increases and time in service for vacation accrual and longevity pay as of the first of the month based on accumulated calendar months of service.

H. Employees shall receive paid holidays only for those holidays which are observed on days the employee is regularly scheduled to work.

I. All other provisions of this Agreement not specifically modified above shall apply to part-time employees.

ARTICLE 27 - COMPENSATORY TIME OFF

If agreed to by an employee and his supervisor, compensatory leave may be taken in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

ARTICLE 28 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. Employer "Pick-up" of Employees PERS/OPSRP Contribution.
Eligibility for Public Employees Retirement System and Oregon Public Service Retirement Plan is subject to ORS Chapters 238 and 238A. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the County.

Section 2. Notice of Intent to Retire.
Employees are requested to provide a ninety (90) day written notice of intent to retire.

ARTICLE 29 - LAYOFF

Section 1. This article is to apply to all employees covered by this collective bargaining agreement. Where the term "Sheriff" is used, it shall also refer to the "appointing authority" if an employee is in another Department.

The Sheriff may lay off an employee when the Sheriff determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority in classification, as described in this Article for purposes of layoff. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date stating the reasons for the layoff and the fact that an election to displace another employee pursuant to Section 3 of this Article must be made within six working days of receipt of said notice.

Section 2. All layoffs shall occur in the following manner:

A. The Sheriff shall determine the specific positions to be vacated.

B. The Sheriff will notify, in writing, all affected employees and the UNION at least fifteen (15) days prior to the effective date of the layoff of all employees in all affected classifications.

Section 3. Where an employee is laid off, including former bargaining unit members promoted to non-represented positions within the Sheriff's Office, that employee may elect to displace (bump) an employee in another job classification at the same or a lesser pay range provided that the employee is qualified to perform the duties of the position and the employee electing to displace another has a greater seniority as defined below. Layoff and bumping shall occur within a department only.

For layoff bumping purposes in sworn law enforcement positions, an employee's seniority shall be measured from the date and time they were hired or promoted into the class into which they are bumping and shall include all time as a Department employee in that classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

For layoff bumping purposes in non-sworn positions, seniority shall be measured by the date and time of hire by the Sheriff's Office.

When layoff bumping occurs, the employee who is displaced is the employee within the job classification with the least seniority, measured from the date and time of hiring or promotion into that classification, including all time as a Department employee in that

classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

Employees who are reinstated from a layoff register retain previously accrued seniority, not including the time on layoff status while not working for the Sheriff's Office.

For purposes of this Article, for sworn law enforcement classifications, "qualified to perform the duties of the position", means that the employee has previously held the classification with this Department.

If an employee exercises a layoff bumping right to a position where they had not completed the probationary period, they must complete the remaining time in probationary status.

An employee who takes a voluntary demotion from a regular-status position as a Corrections Officer to a position as a Recruit Deputy Sheriff, or who takes a voluntary demotion from a regular status position as a Deputy Sheriff to a position as a Recruit Corrections Officer, and is then laid off, may elect to displace (bump) an employee in the higher classification previously held, if the employee electing to displace another has greater seniority as defined in this section.

Section 4. Employees who held training positions as Recruit Deputy Sheriffs or Recruit Corrections Officers and successfully transitioned to Deputy Sheriff or Corrections Officer classifications shall be credited with additional seniority for layoff and/or layoff bumping purposes as provided by the following rules:

(a) For employees who have held positions as Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(b) For employees who have held positions as Recruit Corrections Officer and/or Corrections Officer, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(c) For employees who have been employed as a Recruit Corrections Officer and/or Corrections Officer prior to being employed as a Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for purposes of layoff bumping into a position as a Recruit Corrections Officer or Corrections Officer includes all time employed in any of those positions. This "blended Seniority" under Section 4(c) of this Article applies only to bumping resulting from layoff, and not to the identification of positions for layoff under Article 29, Section 1. This paragraph applies in a similar manner to employees who have been employed as a Recruit Deputy Sheriff and/or Deputy Sheriff prior to being employed as Recruit Corrections Officer and/or Corrections Officer.

Section 5. When an employee displaces another employee under the conditions set forth above, the employee taking the position will be paid the rate of pay within the pay range of the employee's new assignment which most nearly approaches the rate of pay actually earned in the job from which the employee was laid off.

Section 6. Employees who have been laid off or who have displaced another employee shall be placed on the layoff register, for the classification held at the time of their layoff, in order of layoff seniority including time spent in an equal or higher classification. Reinstatement shall be offered to those employees on the layoff list in descending order from top to bottom of layoff seniority possessed at the time of layoff prior to hiring any new employees. In other words, recall will occur so that the last employee laid off will be the first recalled.

Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the COUNTY informed of their correct address. Failure to respond to such recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.

Employees recalled shall have accrued but unused sick leave at the time of lay off restored.

ARTICLE 30 - TUITION REIMBURSEMENT

Subject to a maximum of one thousand five hundred dollars ($1500.00) per employee per fiscal year, the COUNTY will reimburse the employees for the cost of books and tuition for the completion of any approved course of study directly related to their job. Courses must be from an accredited institution such as a community college, college or university. Proof of successfully passing an approved course must be submitted prior to reimbursement. Exceptions must be approved by the Sheriff in advance of the course of study.

ARTICLE 31 - INCENTIVE PROGRAM

Section 1. Incentive Schedule.

In order to maintain and improve officers' law enforcement skills, as well as to increase the participation of officers in the life of the community, the County will implement an incentive program consisting of training and community service, Department of Public Safety Standards and Training certification, superior firearms qualification and supervisory certification as follows:

INCENTIVES	**Monthly Amounts 7/1/11 (increase = to % increase in base)**
DPSST Intermediate Certification	$34.36
DPSST Intermediate Certification w/Bachelors	$58.40
DPSST Intermediate Certification w/Masters or Ph.D.	$68.70
DPSST Advanced Certification	$75.34
DPSST Advanced Certification w/Bachelors	$128.08
DPSST Advanced Certification w/Masters or Ph.D.	$150.66
Range Qualification	$34.36
Educational/Community Service @ 75 hrs	$108.86
Educational/Community Service @ 50 hrs	$75.34
Educational/Community Service @ 25 hrs	$37.66
Supervisory Certificate	$85.88
Supervisory Certificate w/Bachelors	$146.04
Supervisory Certificate w/Masters or Ph.D.	$172.60
Community Service Officers w/AA degree	$34.36
Community Service Officers w/BA degree	$75.34

Such amounts shall increase by an amount equal to the adjusted CPI increases as per Article 12 – Wages on July 1, 2012 and July 1, 2013.

Section 2. Firearms Proficiency Pay.

Sworn members of the Sheriff's Office who are members of the bargaining unit may participate in the annual firearms proficiency program. To receive firearms proficiency pay, a member must score a minimum of 85% on the annual spring firearms qualification course. The content/criteria of the test will be determined by CCSO

Firearms Training Unit subject to approval by the Undersheriff. The member may fire for proficiency pay only one time per year and there will be no make up courses. This restriction is necessary because members will be firing a portion of their regularly issued yearly firearms ammunition. The COUNTY shall pay for all authorized fees incurred at the firing range.

A member who scores a minimum of 85% on this qualification will receive additional compensation as described above effective the pay period following qualification. This pay will remain in effect for one year, or until the effective date of the next annual spring firearms qualification whichever is later.

Section 3. DPSST Certification.

Members who obtain a DPSST Intermediate Certificate in law enforcement or corrections will be paid additional compensation as described above.

Members who obtain a DPSST Advanced Certificate in law enforcement or corrections will be paid additional compensation as described above.

Certification pay will commence effective the pay period following submission of a successful application for certification to DPSST.

Section 4. Education and Community Service Pay.

All members of Clackamas County Sheriff's Office who are members of the bargaining unit are eligible to participate in the education and community service plan.

Members who accumulate 25, 50, or 75 hours of community service and/or training credits annually in any combination will receive additional monthly compensation as described above. This incentive pay is not cumulative and members are eligible for one level only.

Members wishing to participate in the community service/training program must receive prior approval of their choices of volunteer activities or outside training.

Members will receive 10 hours credit for each successfully completed quarter hour of college credit classes.

Education credits will normally be granted for any college training that is job-related. Credits will also be awarded for non job-related college courses if they are required courses as part of a degree program in a job-related field. Approved jobs related training courses attended during off duty hours will count towards training points.

The Community Service Incentive Program is separate from the tuition reimbursement program. The fact that a training or college course is approved for training points does not necessarily mean that it will be approved for tuition reimbursement.

Employees who volunteer to participate in the "Ride Along Program" shall receive credit for fifty percent (50%) of the Educational/Community Service requirement of the incentive program.

Community service credits will normally be granted for all volunteer work assisting a government agency or any non-religious charitable or civic organization which is either supported by United Good Neighbors/United Way, supported by the Clackamas County Peace Officers Benevolent Foundation, or approved by the Sheriff.

Community service credits will not be approved for compensated activities such as military reserve duty and training.

Education and community service hours will be compiled by the Training officer and submitted to payroll prior to June 15 and December 15 each year. Pay for community service and training will commence with the July 1 and January 1 pay checks and will continue for a period of one (1) year.

Section 5. Supervisory Pay.

Employees who complete the DPSST Supervisory Certification Program shall be granted additional compensation as described above.

Section 6. Community Service Officers.

Community Service Officers who attain an Associates degree shall be paid additional compensation as described above. Community Service Officers who attain a Bachelor's degree shall be paid additional compensation as described above. Community Service Officers applying for compensation by way of this section shall have completed their degree work in a law enforcement field or an approved course of study related to a law enforcement career.

Section 7. Detective/Evidence Technician Incentive Pay Program.

Description. A Detective/Evidence Technician Incentive Pay Program shall be established which is additional pay that is based on the employee's base rate of pay and is not associated with the salary grade assigned the Detective or Evidence Technician classification. This Incentive Pay Program is designed to reward qualified Detective or Evidence Technician employees. This program is limited to employees within the Detective or Evidence Technician classification who are performing the typical Detective or Evidence Technician duties and responsibilities.

Amounts of Incentive Pay. This is a tiered incentive pay program:

2.5% 5-10 years of Detective or Evidence Technician "in grade" service
5.0% 10 years or more of Detective or Evidence Technician "in grade" service

Review Time Period. Incentive pay will be based on previous year employee evaluation and be paid to eligible employees beginning July 1, 2003.

Qualifications.

Criteria 1. Length of Service as Detective. Employees are eligible for this incentive pay program upon serving 5 or more total years as a CCSO Detective or Evidence Technician. Only Detectives or Evidence Technician at the top step of Detective or Evidence Technician pay are eligible.

Criteria 2. Rotation Within Various Units of Detective Division. Detectives may be rotated through the various units (currently Major Crimes, Child Abuse Team and Property Crimes) when necessary to suit the needs of the Sheriff's Office. Seniority is still a consideration with regard to shift schedules and days off.

Criteria 3. Exceeds Expectations. The standard performance evaluation form will be used to evaluate and document the employee's performance for the year. An employee must receive a specific "Exceeds Expectations" rating on their performance evaluations, and have the required time in grade to be eligible to receive the incentive pay.

Detectives or Evidence Technician will be evaluated on the following: report reviews, investigative audits, case reviews, training file contents and supervisory input. Other considerations may include: response (when available) to the needs of the Sheriff's Office while off duty, assisting uniform personnel in the field when on duty and available, closely monitoring dispatch calls for service while on duty and in the field, attending required training (unless excused), and assisting with the training needs of the Sheriff's Office when requested.

Appealing Decisions of "Does not Meet Criteria". If an employee does not qualify for the Incentive Pay Program because his/her evaluation was below the rating criteria set forth above, then the employee may question the determination. Management would typically follow its chain of command in responding to the employee starting with a Lieutenant then up to the Division Commander. The Division Commander's decision is final. The UNION agrees that the employee has no further avenue for review and can not use the grievance process. An employee should check with his/her supervisor midway through his/her evaluation period and inquire as to his/her performance.

Changes to Incentive Plan. Any alterations to this plan deemed necessary will only be made through negotiations between the COUNTY and the UNION.

Section 8. Detective Sergeant Incentive Pay

Sergeants assigned to the Detective Division shall receive additional compensation equivalent to five percent (5.0%) of their base pay for the length of their assignment.

In consideration for the additional compensation given to Sergeants assigned to the Detective Division the Sheriff shall have the authority to move the Sergeants within the Sheriff's Office as needed for business reasons without a demand from the union to bargain the decision or any pay issues from the move.

ARTICLE 32 - EQUIPMENT

Section 1. Repair or replacement of personal property or equipment.

The COUNTY shall repair or replace an employee's personal property or equipment which the COUNTY requires the employee to have while working for the COUNTY and which is lost, damaged or stolen beyond usable or safe operating quality in the line of duty except as such is due to the employee's negligence.

Section 2. Vests.

The COUNTY shall provide sworn employees with either a vest rated at Threat Level IIA (with sharp object protection) or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently 5 years). So long as the vest satisfies the required threat level, the County shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a qualified employee wants a vest not selected or approved by the County, it shall be the employee's responsibility to pay any differences beyond what the County will pay.

ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE

Section 1. Uniform Cleaning.

Effective July 1, 2012, the Sheriff's Office shall provide a cleaning service for those uniforms which require specialized cleaning (i.e., uniforms that are not wash and wear).

Section 2. Clothing Allowance.

Detectives shall receive a uniform allowance of $600 per year, which shall be paid at a rate of $50 per month on the first paycheck of each month.

ARTICLE 34 - LEGAL FEES

Section 1. The COUNTY agrees to reimburse bargaining unit members (employees) for the reasonable, usual, and customary legal fees and costs charged by an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the employee arising out of the employee's involvement in the scope of the regular performance of his or her duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

A. To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that have been mutually agreed upon by the Union and the County Counsel. Neither party shall unreasonably oppose the

inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Union shall submit to the County Counsel, the names and professional biographies of the attorneys the Union proposes for inclusion on the list. If the County Counsel does not object in writing to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent the employee, the employee may obtain another attorney of his or her choosing; however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney from the Union within five (5) working days of the employee or Union learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the employee and the attorney, the Union shall arrange for the attorney to provide the County at no cost to the County a preliminary estimate of the anticipated legal fees, costs, and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, Risk Management, and the Union.

B. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the County, in its discretion feels the charges exceed the reasonable, usual, and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as the County's obligation under this Article. Under no circumstances shall the provision of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Union member.

C. Reimbursement will not be made in those instances where:

1. The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
2. The County sustains disciplinary charges on the basis of the employee's actions, which formed the basis for the possible criminal liability, and the County's sustaining of the charges is upheld in all or part on any grievance or appeal of discipline; or
3. The employee resigns from employment following notification that criminal charges, grand jury proceedings, a disciplinary investigation or disciplinary charges are pending.

D. The County shall have no obligation to reimburse an employee, the Union, or counsel for the Union for legal fees or costs in any instance where the employee or the Union elect to have counsel for the Union represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

1. Legal fees relating to a grand jury investigation and/or appearance: $7,500.
2. Legal fees relating to post-grand jury indictment or other charging instrument: $15,000.

Section 2. The County recognized that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney-client privilege between the attorney and the employee.

Section 3. This Article will apply only to legal fees incurred after the date this contract is signed for cases that begin after that date.

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such decision of the Court, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 36 - ASSOCIATION RIGHTS

Section 1. Union Executive Board.

Employees selected by the UNION to act as Union representatives for grievance processing and other labor matters, shall be known as the UNION Executive Board. The names of employees so designated shall be certified in writing to the COUNTY by the UNION.

Section 2. Executive Board Release Time.

The Executive Board members certified by the UNION may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, providing it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters, must be approved in advance by a Lieutenant.

Certified Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings are typically scheduled for one hour on a monthly basis, however, meetings may last up to 90 minutes due to the press of business. The UNION may also from time to time schedule a second regular meeting in any individual month. The UNION will provide notification to the COUNTY of the date and time of Executive Board meetings held during working hours.

The UNION will exercise care to cooperate with the COUNTY to make sure there is no undue disruption to COUNTY operations caused by the operation of this section.

To accommodate the availability of the Association President to perform Union/County business, at the mutual agreement of the Association President and the Sheriff, the Association President will be assigned to a shift which includes a majority of its hours Monday through Friday, 8:00 a.m. to 5:00 p.m. Prior to the commencement of the shift bid, the President will meet with management to determine the President's shift assignment.

The UNION shall have the right to have a bulletin board and a mailbox in each facility occupied by the Sheriff's Office.

Section 3. Union Negotiating Committee.

Employees selected by the UNION to act as Union representatives for negotiations, shall be known as the UNION Negotiating Committee. The names of employees so designated, up to a total of five (5) employees, shall be certified in writing to the COUNTY by the UNION.

Section 4. Negotiating Committee Release Time and Paid Bargaining Time.

Negotiating Committee members may attend negotiation sessions and caucuses held at the same site up to one hour before and during the sessions without loss of pay if held during working hours. If such negotiation sessions or caucuses are held outside of the member's working hours, the member will be paid at the member's regular rate of pay including overtime if applicable. Paid time or release time for negotiating sessions or caucuses will include all time in mediation sessions.

Section 5. COUNTY- UNION Meetings.

The COUNTY or its designee(s) may meet at mutually convenient times with the UNION Executive Board, Negotiating Committee or UNION officers. All meetings between the COUNTY or its designee(s) and the UNION shall be held during working hours whenever possible and without loss of pay. The purpose of the meetings may be to discuss issues which would improve the relationship between the parties.

ARTICLE 37 – LIGHT DUTY

Section 1.
Employees have an ongoing responsibility to notify their supervisor if they are unable to fully perform their regular duties due to injury or illness. The nature of sworn law enforcement positions requires that each officer be physically able to assist fellow officers in time of need. Employees are not required to inform their supervisor of confidential medical information, only the limitations that have occurred because of a medical condition. The County may verify medical information but must do so in a manner that protects medical confidentiality and complies with federal law (HIPAA) and EPP #42 (Employee Records).

Section 2.
Training, and specifically defensive tactics training, is an integral part of regular job duties for sworn law-enforcement personnel. Limited participation in defensive tactics training, sometimes referred to as "tape and play," is a mutually accepted practice that enables an employee to participate in limited defensive tactics training while simultaneously identifying injuries that must be protected from aggravation during the training activity. Where no physical participation in defensive tactics training is possible due to the extent of illness or injury, mere observation of the training is not an effective means of participation. Employees will be expected to participate in the next scheduled training after their illness or injuries have resolved.

Section 3.
Issues of fitness for duty, including fitness for defensive tactics training, cannot be resolved without the involvement of trained medical professionals who are both knowledgeable about the extent of illness/injury and the specific job duties or training activities of the individual. Questions of fitness for duty will be referred to medical professionals using the County's standard procedures.

Section 4.
In the interim time period while waiting for the involvement of trained medical professionals to be completed, decisions about fitness for duty must be made by supervisors, based on their observations and on the information provided by employees. Fitness for duty issues (other than minor injuries) should be addressed, wherever possible, on an ongoing basis and prior to the day of scheduled defensive tactics training.

Section 5.
The rigorous nature of job duties in sworn positions at the Sheriff's Office creates the need for additional light duty opportunities, over and above the standard County policy limiting light duty to 90 days except in unusual circumstances (EPP #9). For this reason, an additional 90 days of light duty will be available to employee in sworn positions (for a total of 180 days), upon application to the Sheriff and his approval of such additional light duty. Approval will be contingent on continued available light duty. The Sheriff will grant the additional light duty where (1) it appears to be medically

necessary and (2) there is a reasonable probability that the additional light duty will allow the employee to return to regular duty. Light duty for sworn personnel in the Sheriff's Office will be limited to 180 days total, except in unusual circumstances to be determined at discretion of the Sheriff.

ARTICLE 38 – DEPUTY MEDICAL EXAMINERS

Section 1. Application of Article

This article shall apply to all Deputy Medical Examiners (DMEs) including the Senior Deputy Medical Examiner.

Section 2. Workweek

DMEs will work a schedule of forty-eight (48) hours on duty and ninety-six (96) hours off duty. In each twenty-four (24) hour period, twenty hours will be considered on duty, with four (4) hours for rest periods. For payroll purposes, this workweek will be considered as consisting of forty (40) standard paid hours.

In each twenty four (24) hour work period, a DME is required to be in the office for twelve (12) hours in the following manner: 1) from 0700 to 1800 each day and 2) the remaining hours to be spent at the monthly three (3) hour staff meeting/case review. If a DME cannot make the Staff Meeting/Case Review, they shall be required to use appropriate leave time, or may flex their schedule with the prior approval of management.

If a DME can document that they have worked for twenty (20) hours without breaks or meal periods, they shall be entitled to be paid overtime at the overtime rate as outlined in Section 8 below for each hour worked in excess of twenty (20) up to twenty-four (24). If such time crossed into their next scheduled twenty-four (24) hour work period, they shall return to straight time.

A DME must take an eight (8) hour rest period after their forty-eight (48) hour duty period prior to working overtime, unless approved by management. All overtime must be pre-approved by management. If a case comes in within three (3) hours prior to the end of a DME's shift, management, in discussion with the DME, will decide who will be assigned the case.

The working supervisor will take calls and complete that investigation during his/her shifts when the assigned DME for that shift is on leave or is working another case and cannot respond.

Section 3. Standby Pay

When a DME is on leave, the hours not covered by the working supervisor will be offered as standby duty to the remaining DMEs based on seniority, with the most senior employee being offered first.

DMEs shall be paid four (4) hours straight-time pay as outlined in Section 8 below for every twenty-four (24) hours of standby duty, or one (1) hour straight time pay for every six hours of standby. If the DME is required to respond to a call, regular overtime rules shall apply, pursuant to Article 31 of this contract but paid as describe in Section 8 below.

While on standby, DMEs will be required to carry and respond to a pager, cellular phone, or phone calls, and report to work if directed to do so.

Section 4. Call Back Pay

DMEs that are called to physically report to a worksite outside of their regular forty-eight (48) hour shifts (that is, hours outside of a scheduled shift) will be paid for actual time worked, in fifteen minute increments, with a minimum of two (2) hours at the rate of pay as outlined in Section 8 below.

Actual time worked during call back hours will be paid at the rate of pay as outlined in Section 8 below, except phone call pay as set forth in Section 5 and Section 8 below. The overtime rate will be paid only up to the start of the regular shift.

Section 5. Phone Call Pay

DMEs who answer work-related phone calls, pages, or electronic messages after work hours (while on standby outside regular work hours), will be paid for actual time worked at the rate of pay as outlined in Section 8 below. If the phone call is fifteen (15) minutes or less, the DME shall be paid for fifteen (15) minutes at the rate as outlined in Section 8 below.

Section 6. Leave Hours

Vacation leave will consist of twenty (20) hours per day. Sick leave will consist of twenty (20) hours per day. Holidays will be paid at twenty (20) hours per day.

Section 7. Deputy Medical Examiner Supervisor

It is recognized that the County may rely on the DME Supervisor for after hour phone calls, pager, or electronic messages. However, when there is only one DME on shift and that DME is absent from work, the DME Supervisor will offer any call-back to the remaining bargaining unit staff on a seniority basis before performing the work himself or herself.

Section 8. Rates of Pay.

It is recognized that due to the non-standard schedule that is worked by the Deputy Medical Examiners, the following formulas will be applied to their rate of pay:

a) Standby, Vacation, Sick, Holiday, Bereavement and Training shall be paid at the regular rate of pay x 1.23075
b) Call Back, Phone rate, and other overtime shall be paid at the regular rate of pay x 1.846125

ARTICLE 39 – EAP/Psychological Review

The Sheriff or designee may, with cause, order any employee to consult with EAP as necessary. The results of the consultation shall remain confidential except that the EAP will contact the Department of Employee Services' Integrated Disability Analyst to confirm the employee's consultation. The appointments will be on paid straight time.

ARTICLE 40 - TERMINATION

Section 1. Except as otherwise provided, this agreement shall become effective as of the date it has been ratified by both the County Board and the Union membership and shall remain in full force and effect until the 30th day of June, 2014 or until a subsequent contract is negotiated. This Agreement shall automatically reopen on March 1, 2014 for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2014, this agreement shall automatically continue until such time as the successor agreement is concluded.

Section 2. This Agreement may be amended at any time by mutual agreement of the UNION and COUNTY; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto set their hands thus _____ day of_____, 2012.

FOR THE UNION	FOR THE COUNTY
Stephen Steinberg President, CCPOA	Charlotte Lehan BCC Chair
Robert Black, Attorney Chief Negotiator	Mary Rathke Recording Secretary
Pete Tutmark Sergeant	Craig Roberts Sheriff
Jeff Smith Sergeant	David Kirby Undersheriff
Steve Hohensee Sergeant	Matt Ellington Undersheriff
Angela Doble Office Specialist 2	Kevin Layng Captain

Mike Zacher
Deputy

Lee Eby
Corrections Lieutenant

Mark Stotik
Chief Negotiator

David Anderson
Assistant County Counsel

James Callahan
Human Resource Analyst

RECOMMENDATION

It is recommended that the Clackamas County Board of County Commissioners approve the attached contract for the CCPOA 2011 - 2014.

Nancy Drury, DES Director

For information on this issue or copies of attachments please contact Mark Stotik at (503) 655-8292.

20

CLACKAMAS
COUNTY

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County Extension & 4-H Service District for
Transfer of Appropriations for Fiscal Year 2011-2012

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution order accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **Clackamas County Extension & 4-H Service District Fund** is transferring from contingency to materials and services to cover higher than anticipated construction costs.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS PROVIDING AUTHORIZATION TO TRANSFER APPROPRIATIONS WITHIN THE FISCAL YEAR 2011-12

Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. Clackamas County Extension & 4-H Service District,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

TRANSFER REQUESTS
Exhibit A

CLACKAMAS COUNTY EXTENSION & 4 H SERVICE DISTRICT FUND

Increase:	
Expenses	
Materials & Services	$ 535,000.
Total	$ 535,000.
Decrease:	
Expenses	
Contingency	$ 535,000.
Total	$ 535,000.

Transferring from contingency to materials and services to cover higher than anticipated construction costs.

21

CLACKAMAS
COUNTY

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 14, 2012

Board of County Commissioners, acting as Clackamas County Development Agency Board
Clackamas County

Members of the Board:

A Resolution Authorizing Transfer of Appropriations for Fiscal Year 2011-2012 for the Clackamas County Development Agency

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the department.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **Clackamas Industrial Area Operating Fund** is transferring from Capital Outlay to Materials and Services in order to cover unanticipated project related costs.

The **North Clackamas Revitalization Area Operating Fund** is transferring from Capital Outlay to Materials and Services to cover unanticipated project related costs.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and Exhibit A to maintain an accurate budget.

Sincerely,

Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments
please contact Dan Johnson at (503) 742-4325

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

A Resolution Authorizing Transfer of Appropriations for Fiscal Year 2011-2012 for the Clackamas County Development Agency	}	Resolution No. Page 1

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

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012 is necessary to continue to prudently manage the distribution of those expenditures.

WHEREAS, the funds being adjusted are:

Clackamas Industrial Area Operating Fund
North Clackamas Revitalization Area Operating Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, acting as Clackamas County Development Agency Board, THAT:

Pursuant to its authority under ORS 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this _____ day of June, 2012

BOARD OF COUNTY COMMISSIONERS,
Acting as the Clackamas County Development Agency Board

_____
Chair

_____
Recording Secretary

TRANSFER REQUESTS

Exhibit A

CLACKAMAS INDUSTRIAL AREA OPERATING FUND

Decrease:	
Construction/Capital	$ 100,000.
Total	$ 100,000.
Increase:	
Materials and Services	$ 100,000.
Total	$ 100,000.

Transfer from Capital Construction to Materials and Services for unanticipated project related costs.

NORTH CLACKAMAS REVITALIZATION AREA OPERATING FUND

Decrease:	
Construction/Capital	$ 145,000.
Total	$ 145,000.
Increase:	
Materials and Services	$ 145,000.
Total	$ 145,000.

Reallocation from Capital Construction to Materials and Services for unanticipated project related costs.

22

COPY

CLACKAMAS
COUNTY

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution for Clackamas County Library Service District for
Transfer of Appropriations for Fiscal Year 2011-2012

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials & services, debt service, interfund transfers, capital outlay and other requirements) to more accurately reflect the changing requirements of the District.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution order accomplishes the above mentioned changes as requested by the District in keeping with a legally accurate budget.

The **Library Service District Fund** is transferring from materials & services to interfund transfers to adjust for the change in the distribution of revenue due to the annexation of Damascus into the Library Service District.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution order and Exhibit A to maintain a legally accurate budget.

Sincerely,

Laura Zentner

Laura L. Zentner
BCS Deputy Director

For information on this issue or copies of attachments
please contact Laura Zentner at (503) 742-4351

COPY

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS PROVIDING AUTHORIZATION TO TRANSFER APPOPRIATIONS WITHIN THE LIBRARY SERVICE DISTRICT'S FISCAL YEAR 2011-12 BUDGET

Resolution No._____

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

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of the Clackamas County Library Service District residents;

WHEREAS, the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under ORS 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made part of this Resolution.

ADOPTED this 14 day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

COPY

TRANSFER REQUESTS
Exhibit A

CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT FUND

Decrease:	
Materials & Services	$ 179,000.
Total	$ 179,000.
Increase:	
Interfund Transfer	$ 179,000.
Total	$ 179,000.

Transferring from materials & services to interfund transfers due to the annexation of Damascus into the Library Service District of Clackamas County. The annexation of Damascus into the District changed the distribution of revenue within the Library Service District.

WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

BOARD ORDER FOR TRI-CITY SERVICE DISTRICT
TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2012-12

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the service district.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers, as appropriations for these amounts have been accomplished through the initial budget process.

The attached board order accomplishes the above mentioned changes in keeping with a legally accurate budget.

The **Tri-City Service District Operating Fund** is transferring from contingency to Materials and Services to pay for unanticipated operational expenses, expected to be incurred before the end of the fiscal year.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,

Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Liz Garcia at (503) 742-4563

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

In the matter of the Transfer of Appropriations within Tri-City Service District 2011-12 Fiscal Year Budget.

ORDER NO.

THIS MATTER COMING on at this time and it appearing to the Board of County Commissioners that the transfer of budgeted appropriations within the Tri-City Service District 2011-12 Fiscal Year Budget is necessary to continue to prudently manage the distribution of those resources and expenditures for the needs of Tri-City Service District; and

THE FUND AFFECTED by the transfers of budgeted appropriations described above being the

Tri-City Service District - Operating Fund, and

THIS BOARD being fully advised in the premises; therefore

PURSUANT TO ORS 294.450, attachments to this Board Order as set forth in Exhibit A, documenting the aforementioned budget transfers are considered part of the approving resolution and are hereby approved.

Dated this 14th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

TRANSFER REQUESTS
Exhibit A

Tri-City Service District – Operating Fund

Decrease:	
Contingency	$ 200,000.
Total	$ 200,000.
Increase:	
Materials and Services	$ 200,000.
Total	$ 200,000.

Transfer from Contingency to Materials and Services to pay for additional expenditures, associated with unanticipated operational expenses, which are expected to be incurred before the end of the 2011-12 fiscal year.

24

WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

BOARD ORDER FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2011-12

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the service district.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers, as appropriations for these amounts have been accomplished through the initial budget process.

The attached board order accomplishes the above mentioned changes in keeping with a legally accurate budget.

The **Clackamas County Service District No. 1 Operating Fund** is transferring from contingency to Materials and Services to pay for additional expenditures associated with unanticipated additional sludge removal, which are expected to be incurred before the end of the fiscal year.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,

Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Liz Garcia at (503) 742-4563

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

In the matter of the Transfer of Appropriations within Clackamas County Service District No. 1 2011-12 Fiscal Year Budget.	ORDER NO.

THIS MATTER COMING on at this time and it appearing to the Board of County Commissioners that the transfer of budgeted appropriations within the Clackamas County Service District No. 1 2011-12 Fiscal Year Budget is necessary to continue to prudently manage the distribution of those resources and expenditures for the needs of Clackamas County Service District No. 1; and

THE FUND AFFECTED by the transfers of budgeted appropriations described above being the

Clackamas County Service District No. 1 - Operating Fund, and

THIS BOARD being fully advised in the premises; therefore

PURSUANT TO ORS 294.450, attachments to this Board Order as set forth in Exhibit A, documenting the aforementioned budget transfers are considered part of the approving resolution and are hereby approved.

Dated this 14th day of June, 2012

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

TRANSFER REQUESTS
Exhibit A

Clackamas County Service District No. 1 – Operating Fund

Decrease:	
Contingency	$ 450,000.
Total	$ 450,000.
Increase:	
Materials and Services	$ 450,000.
Total	$ 450,000.

Transfer from Contingency to Materials and Services to pay for additional expenditures, associated with the increased cost of sludge removal necessitated by reduced digester capacity, which are expected to be incurred before the end of the 2011-12 fiscal year.