



# AGENDA

## Thursday, May 1, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-28

### I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

**III. 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.)*

### SERVICE DISTRICT NO. 5 – STREET LIGHTING

(Wendi Coryell, Service District No. 5 will present all 7 Assessment Areas.)

1. Board Order No. \_\_\_\_\_ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-13, Tri-Plex
2. Board Order No. \_\_\_\_\_ Forming a 9 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-13, Cavalier Meadows Subdivision
3. Board Order No. \_\_\_\_\_ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 09-13, Orthodontist Office Building
4. Board Order No. \_\_\_\_\_ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-13, Dutch Brothers Coffee Drive-Thru Restaurant
5. Board Order No. \_\_\_\_\_ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 22-13, Charley's Produce Warehouse – 159 Stall Parking Lot
6. Board Order No. \_\_\_\_\_ Forming a 3 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 23-13, Kassab Three Lot Partition
7. Board Order No. \_\_\_\_\_ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-14, 23 Stall Parking Lot

**III. 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**

**IV. CONSENT AGENDA** (The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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**

- 8 1. Approval of the Housing and Community Development 2014 Action Plan – *Housing & Community Development*
- 9 2. Approval of Amendment No. 2 to Professional, Technical, and Consultant Service Contract with Resource Connections of Oregon to Provide Fiscal Mediator Services for Persons with Developmental Disabilities – *Social Services*
- 10 3. Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters - *Social Services*
- 11 4. Approval of Intergovernmental Agreement with Multnomah County Dept. of Human Services, Aging & Disability Services Division to Support Clackamas County Social Services Division as the Regional Coordinator of the Oregon Money Management Program (OMMP) for the Metro Aging & Disabilities Resource Connection Consortium - *Social Services*

**B. Department of Transportation & Development**

- 12 1. Approval of a Contract with Jeff Kersey, Inc. for the Henrici Road Stormwater Improvement Project - *Purchasing*

**C. Elected Officials**

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

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. 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.



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
 Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area  
 Within Clackamas County Service District No. 5, Assessment  
01-13 Tri Plex

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$46.80 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Safety Impact</b>	Street lighting helps to improve public safety.
<b>Duration</b>	None
<b>Previous Board Contact</b>	None
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 01-13  
(Tri-plex) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 01-13, Tri-plex, 7511 SE Lake Rd., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 01-13, Tri-plex, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$46.80 per tax lot each year, applied to residential properties; and

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 01-13  
(Tri-plex) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



ORDER NO.  
Page 2 of 2

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

Assessment Area 01-13 All lots in the Tri-plex development, 22E05DB 01202; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



2

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
 Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 9 Lot Assessment Area  
 Within Clackamas County Service District No. 5, Assessment  
05-13 Cavalier Meadows 9-Lot Subdivision

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$63.98 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Safety Impact</b>	Street lighting helps to improve public safety.
<b>Duration</b>	None
<b>Previous Board Contact</b>	None
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

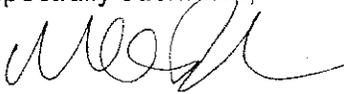
**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 05-13  
(Cavalier Meadows 9-Lot Subdivision)  
Within Clackamas County Service District  
No. 5, Clackamas County, Oregon

ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 05-13, Cavalier Meadows 9-Lot Subdivision, 22E03DD 00201, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 05-13, Cavalier Meadows 9-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule C: \$63.98 per tax lot each year, applied to residential properties; and

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 05-13  
(Cavalier Meadows 9-Lot Subdivision)  
Within Clackamas County Service District  
No. 5, Clackamas County, Oregon

ORDER NO.  
Page 2 of 2

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

Assessment Area 05-13 All lots in the Cavalier Meadows 9-Lot  
Subdivision development, 22E03DD 00201; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



3

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
09-13 Orthodontist Office Building

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

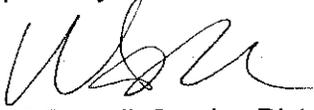
**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 09-13  
(Orthodontist Office Building) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 09-13, Orthodontist Building, 14349 SE Summit Drive, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 09-13, Orthodontist Building, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

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

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 09-13  
(Orthodontist Office Building) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 2 of 2

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

Assessment Area 09-13 All lots in the Orthodontist Office Building development,  
22E02BC 01000; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



4

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
18-13 Dutch Brothers Coffee Drive Thru Restaurant

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

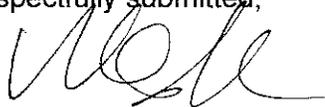
**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 18-13  
(Dutch Brothers Coffee Drive-Thru  
Restaurant) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 18-13, Dutch Brothers Coffee Drive-Thru Restaurant, 9721 SE 82<sup>nd</sup> Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 18-13, Dutch Brothers Coffee Drive-Thru Restaurant, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

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

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 18-13  
(Dutch Brothers Coffee Drive-Thru  
Restaurant) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon

} ORDER NO.  
Page 2 of 2

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

Assessment Area 18-13 All lots in the Dutch Brothers Coffee Drive-Thru  
Restaurant development, 12E29DA 12500; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



5

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
22-13 Charleys Produce Warehouse 159 Stall Parking Lot

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

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written over the typed name below.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 22-13  
(Charley's Produce Warehouse  
159 Stall Parking Lot) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 22-13, Charley's Produce Warehouse 159 Stall Parking Lot, 10755 SE Jennifer Street, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 22-13, Charley's Produce Warehouse 159 Stall Parking Lot, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

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

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 22-13  
(Charley's Produce Warehouse  
159 Stall Parking Lot) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon

}  
ORDER NO.  
Page 2 of 2

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

Assessment Area 22-13 All lots in the Charley's Produce Warehouse  
159 Stall Parking Lot 22E10C 06100; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



6

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 3 Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
23-13 Kassab Three Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$63.98 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Safety Impact</b>	Street lighting helps to improve public safety.
<b>Duration</b>	None
<b>Previous Board Contact</b>	None
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 23-13  
(Kassab Three Lot Partition) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 23-13, Kassab Three Lot Partition, 12045 SE 147<sup>th</sup> Avenue, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 23-13, Kassab Three Lot Partition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule C: \$63.98 per tax lot each year, applied to residential properties; and

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1st day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 23-13  
(Kassab Three Lot Partition) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 2 of 2

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

Assessment Area 23-13 All lots in the Kassab Three Lot Partition,  
12E36CC 00401; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

May 1, 2014

Board of County Commissioners  
 Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 Lot Assessment Area  
 Within Clackamas County Service District No. 5, Assessment  
01-14, 23 Stall Parking Lot

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

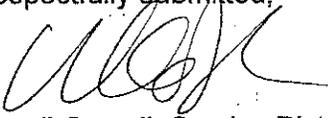
**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 1, 2014, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written over a horizontal line.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation  
of an Assessment Area 01-14  
(23 Stall Parking Lot) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 01-14, 23 Stall Parking Lot, 22E10C 05500, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

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

It further appearing to the Board that rates for street lighting as established by Order No. 2013-58 and subsequent rate change Orders shall be applied to Assessment Area 01-14, 23 Stall Parking Lot, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

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

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

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 1<sup>st</sup> day of May, 2014, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

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

In the Matter of the Formation  
of an Assessment Area 01-14  
(23 Stall Parking Lot) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



ORDER NO.  
Page 2 of 2

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

Assessment Area 01-14 All lots in the 23 Stall Parking Lot development,  
22E10C 05500; and

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

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

ADOPTED this 1<sup>st</sup> day of May, 2014.

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

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Chair

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Recording Secretary

May 1, 2014

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Housing and Community Development 2014 Action Plan

<b>Purpose/Outcomes</b>	Approval of the 2014 Action Plan.
<b>Dollar Amount and Fiscal Impact</b>	Application for \$2,033,844 in Community Development Block Grant (CDBG) funds, \$769,660 in HOME funds, and \$166,374 in Emergency Solutions Grant (ESG) funds during the 2014 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development - no County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2014 and terminates on June 30, 2015
<b>Previous Board Action</b>	Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs – April 10, 2014
<b>Contact Person</b>	Chuck Robbins, Community Development Director - (503) 655-8591
<b>Contract No.</b>	NA

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval of the Housing and Community Development 2014 Action Plan. The Action Plan implements the goals and objectives of the 2012-2016 Consolidated Plan and serves as the application for HUD funding. The 2014 Plan also includes a list of the projects selected for funding in the third year of the 2012-2014 funding cycle.

In addition to the public hearing, the Plan was out for public comment until Monday April 21. No changes to the Plan were required due to comments received. Additional clarifying information has been added to the plan. The proposed projects for 2014 have not changed.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Place the Final 2014 Action Plan on the consent agenda for approval; and;
- 2) Authorize the Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,



Cindy Becker, Director

**Final Funding Recommendations**  
**for the**  
**2012-2014 Community Development Block Grant Program**  
**and the**  
**2012-2014 HOME and Emergency Shelter Grant Programs**

2012                      2013                      2014  
Grant Funds          Grant Funds          Grant Funds

**Community Development Block Grant**  
**City Projects**

**Canby**

- |  |          |  |
|--|----------|--|
| 1. SE Canby Sidewalk Improvement Project   | \$98,000 |  |
| Construction of approximately 1,200 lineal feet of sidewalks and curbs on sections of SE 4th Avenue, SE 5th Avenue and S. Manznita Ct. The project will also include the construction 5 ADA ramps. |          |  |

**Estacada**

- |  |          |           |
|--|----------|-----------|
| 2. SW Laurel Road Street Improvements  |          | \$165,000 |
| This street improvements project would construct 500 lineal feet of new sidewalks, curbs, ADA ramps and storm drainage along SW Laurel Road in Estacada. |          |           |
| 3. SW Maple Road Street Improvements   |          | \$150,000 |
| This project would construct new sidewalks, curbs, ADA ramps and drainage along 450 lineal feet of SW Maple Road in Estacada.                            |          |           |
| 4. Estacada Community Center Windows (Local Funds)   | \$15,464 |           |
| The project includes replacing up to 27 inefficient windows at the Estacada Community Center.  |          |           |
| 5. Estacada Community Center Kitchen Improvements  | \$13,974 |           |
| Kitchen improvements include replacement of the Estacada Community Center dishwasher and food steamer that are no longer working properly.               |          |           |

**Gladstone**

- |   |           |          |
|---|-----------|----------|
| 6. Northwest Gladstone Infrastructure Rehabilitation Project  | \$200,000 | \$50,000 |
| The project includes street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. |           |          |

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b><u>Milwaukie</u></b>			
7. 2012 Beaver Creek Clinic Remodel This project would provide an additional 3,000 square feet of County health clinic and dental clinic space in Clackamas.	\$100,000		
8. Milwaukie ADA Ramps Installation of ADA ramps at sidewalk crossings along several streets in the City of Milwaukie to improve accessibility and pedestrian safety.		\$140,000	
<b><u>Oregon City</u></b>			
9. Save the Francis Ermatinger House This project would fund the rehabilitation of the historic Francis Ermatinger House in Oregon City in preparation for the site to become part of the National Parks Service.		\$140,000	\$85,000
10. Jackson Place Rehabilitation Project This project is to rehabilitate a transitional housing apartment building in Oregon City by replacing the roof, replacing the siding, improving the drainage, improving the fire alarms, water heaters and heating system.		\$50,000	\$54,503
11. CWS Domestic and Sexual Violence One-Stop Advocacy Ct This public facility project is for remodeling of a 12,000 to 16,000 square foot building for a Domestic and Sexual Violence Advocacy Center in the Oregon City area.	\$100,000		
12. Youth Shelter Care Expansion This public facility project is for construction of a new 3,150 square foot dormitory building for special needs youth ages 12 to 18 at the Parrott Creek Ranch in Oregon City.		\$150,000	
<b><u>Sandy</u></b>			
13. Northside Sidewalk Infill This street improvements project is for construction of 1,100 lineal feet of new sidewalk, curbs and drainage improvements along Beers Ave, Bruns Ave, Bluff Road and Pleasant Street in Sandy.		\$150,000	
14. Sandy Workforce Housing (CD Float) Acquisition of property to construct 56 units of new affordable rental housing for families and singles in the City of Sandy. [Funding for this project is pending approval of Amendment 6 - Comment period ends April 22, 2013].	\$620,000		

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b><u>West Linn</u></b>			
15. West Linn Adult Community Center Expansion			\$255,000
This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center.			
<b><u>Wilsonville</u></b>			
16. Wilsonville Senior Center Kitchen Renovation	\$235,000		
This project would renovate and expand the kitchen facilities at the Wilsonville Senior Community Center.			
17. Wilsonville Community Sharing Facility Expansion	\$240,000		
This project is to build a 2,100 square foot facility to house the Wilsonville food bank and the Information and Referral office.			
<b><u>Unincorporated/Countywide Projects</u></b>			
<b><u>Countywide</u></b>			
18. Housing Rehabilitation Program	\$300,000	\$300,000	\$417,581
Provision of financial assistance to rehabilitate housing units occupied by low income residents of Clackamas County.			
<b><u>North Clackamas Urban Renewal District</u></b>			
19. Bell Road Ped/ Bike Improvements		\$200,000	\$45,000
This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA).			
20. Clackamas Cty. Service Dist. No.1 NCRA SHUAGP	\$75,000	\$100,000	\$100,000
This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitalization Area (NCRA).			
<b><u>Oak Grove</u></b>			
21. Kellogg Ave Sidewalk Improvement Project	\$202,000		
This project is to build approximately 1,764 lineal feet of new concrete sidewalks and curbs along Kellogg Avenue between Oak Grove Boulevard and Risley Avenue in Jennings Lodge.			
22. River Road Head Start Kitchen	\$150,000		
This public facility improvements project would renovate the River Road Head Start Kitchen in Milwaukie by expanding food storage and adding a walk-in freezer.			

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b><u>To Be Determined</u></b>			
23. Proud Ground Acq/Rehab Project (CD Float Loan)	\$300,000	\$300,000	\$300,000
This project would purchase and renovate 4 bank-owned homes for re-sale to low and moderate income residents of Clackamas County. CD Float Activity.			

## **Public Service Projects**

### **Countywide**

24. Housing Rights and Resources	\$140,000	\$140,000	\$140,000
This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County.			
25. Rent Well	\$85,000	\$85,000	\$85,000
Rent Well is 15-hour tenant education program designed to help people overcome barriers to rental housing.			
26. Home Base	\$25,000	\$25,000	\$45,000
HomeBase public services would provide staff and funds to prevent homelessness from happening for households in crisis and provide case management to keep families stable in their housing.			

### **Oak Grove**

27. Avalon House - Supportive Services	\$36,000		
Assistance to fund the Resident Manager position at Avalon House. This facility provides permanent, drug free housing for homeless women and/or women with children, who are involved with the Clackamas County Treatment Courts, a system of three courts – Drug Court, Family Court and Mental Health Court.			

### **Oregon City**

28. Resident Services - Mentor Athletics			\$35,000
A youth services program for residents of the public housing. Mentor Athletics enhances positive youth development through: <del>M</del> atching youth one-on-one with a caring adult mentor; <del>P</del> roviding social skill development through small group mentoring; and <del>P</del> roviding free sports and recreational opportunities.			

## Planning and Admin

### Administration

29. Grant Planning, Administration and Compliance	\$390,550	\$409,590	\$368,560
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These funds will be used for overall program administration, including program development, management and coordination, personnel, accounting, and grant compliance expenses.

### Countywide

30. 2012-2014 Homeless Count	\$38,200		\$38,200
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The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County.

Community Development Block Grant Sub-Total	\$3,164,188	\$2,389,590	\$2,333,844
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## HOME Investment Partnership Act

### City Projects

#### Sandy

31. Sandy Workforce Housing - Construction	\$800,000		
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Construction of 56 units of new affordable rental housing for families and singles in the City of Sandy. Units will be a mix of one-, two-, three- and four-bedroom units.

### Unincorporated/Countywide Projects

#### Clackamas

32. Easton Ridge Apartment Remodel	\$860,000		
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264 unit affordable housing project owned and operated by the Housing Authority of Clackamas County. The proposed renovations will correct exterior envelope failure due to poor site drainage and moisture penetration.

#### Countywide

33. CHDO Operating Support Grant	\$37,158	\$35,245	\$13,000
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Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses.

34. Multi-Family Rental Housing		\$700,000	\$679,694
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Funds will be used for the construction of new housing projects or planned projects in the pre-development stage. 2 activities will result in affordable rental housing for large and small low-income households.

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b>35. CHAP Homebuyer Assistance Program</b>	\$100,000	\$100,000	
This project will assist low-income first-time homebuyers with down payments and closing costs			
<b>36. Tenant Based Rental Assistance</b>	\$19,870	\$80,130	
The TBRA Program will be operated by NHA and will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.			

### **Oak Grove**

<b>37. Ikoi-So Terrace</b>		\$1,250,000	
Preservation of Ikoi So Terrace Apartments, an existing 35-unit affordable rental housing complex for seniors located at 1550 SE Oak Grove Blvd in Milwaukie.			

### **To Be Determined**

<b>38. Family A &amp; D Housing</b>			\$700,000
Clackamas Family Housing Apartments is a proposed project that includes 40 units of newly constructed affordable rental housing and provides supportive services for people in recovery from alcohol and drug addiction.			

## **Planning and Admin**

### **Countywide**

<b>39. HOME Administration</b>	\$74,316	\$74,130	\$76,966
Funds will be used for general administration of the HOME program.			

HOME Investment Partnership Act Sub-Total	<b>\$1,891,344</b>	<b>\$2,239,505</b>	<b>\$1,469,660</b>
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## **Emergency Solutions Grant**

### **Unincorporated/Countywide Projects**

#### **Countywide**

<b>40. Emergency Shelter Grant - Springwater</b>	\$10,200	\$10,200	\$10,200
This funding provides emergency homeless shelter operations for the Springwater Youth Shelter in North Clackamas.			
<b>41. Emergency Shelter Grant - CWS</b>	\$39,867	\$39,867	\$39,867
This funding provides emergency homeless shelter operations for the Clackamas Womens Services Shelter in Clackamas County.			

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b>42. Emergency Shelter Grant - The Annie Ross House</b> This funding provides emergency homeless shelter operations for the Annie Ross House in Milwaukie.	\$39,867	\$39,867	\$39,867

## Public Service Projects

### Countywide

<b>43. ESG Rapid Rehousing</b> Rapid Rehousing services as part of HomeBase homeless prevention and housing stabilization services for homeless individuals, homeless families and persons at risk of becoming homeless.			\$18,965
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## Planning and Admin

### Administration

<b>44. ESG Administration</b> Administration of Emergency Solution Grant (ESG) program including federal reporting, contract management and program performance reporting.	\$12,542	\$10,660	\$12,475
<b>45. ESG HMIS</b> Staffing to train case managers and manage the Homeless Management Information System (HMIS) that collects data on the number and types of homeless persons and families.	\$64,756	\$41,878	\$45,000
<b>Emergency Solutions Grant Sub-Total</b>	<b>\$167,232</b>	<b>\$142,472</b>	<b>\$166,374</b>

## Continuum of Care

### Planning and Admin

### Administration

<b>46. HMIS - Administration</b> Homeless Management Information System (HMIS) administration of a community-wide software application that is designed to capture client-level information on men, women, and children experiencing poverty and homelessness in order to submit reports to the federal government - HUD.	\$81,927	\$7,468	\$6,700
<b>47. Continuum of Care - Planning</b> Clackamas County CoC planning coordinates Continuum of Care activities to meet the needs of homeless children, adults and families in Clackamas County.		\$20,813	\$19,773

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
<b>Countywide</b>			
48. HMIS COC FY2014		\$107,205	\$97,732
HMIS is a community-wide software application that is designed to capture client-level information on men, women, and children experiencing poverty and homelessness in order to submit reports to the federal government - HUD.			
Continuum of Care Sub-Total	\$81,927	\$135,486	\$124,205
<b>Grand Total</b>	\$5,304,691	\$4,907,053	\$4,094,083

GRANT YEAR 2014 NOTES:  
CDBG - Total includes a \$300,000 CD float loan  
HOME - Total includes \$700,000 in Prior Year Funding

**CLACKAMAS COUNTY**  
**HOUSING AND COMMUNITY DEVELOPMENT**  
**2014 ACTION PLAN**



Clackamas County  
Housing and Community Development Division  
Public Services Building  
2051 Kaen Road - Suite 245  
Oregon City, Oregon  
(503) 655-8591  
[www.clackamas.us/communitydevelopment/](http://www.clackamas.us/communitydevelopment/)

**Clackamas County, Oregon  
Housing and Community Development  
2014 Action Plan**

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## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

Each year Clackamas County submits an Action Plan explaining how the U.S. Department of Housing and Urban Development (HUD) resources will be used to improve communities throughout the County. This is the annual implementation plan of the 5-Year Consolidated Plan addressing the Housing and Community Development needs in Clackamas County.

## **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

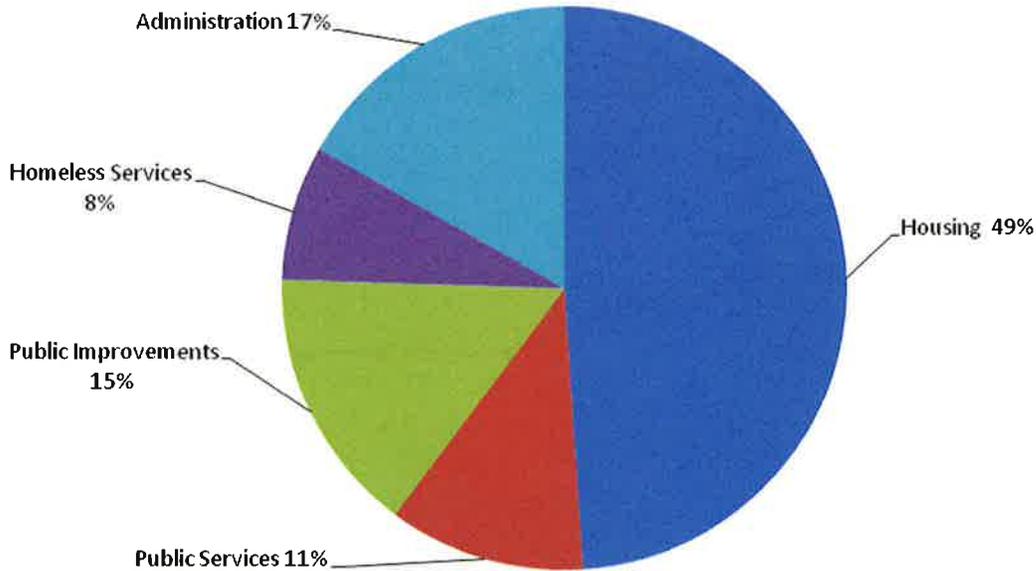
Based on the intent of the activity each project is evaluated to determine which of the three overarching Objectives best describes its purpose. The three objectives are:

1. **Suitable Living Environment** - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent Housing** - The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG, HOPWA or ESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
3. **Creating Economic Opportunities** - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Lastly, each project is evaluated to determine which of the three outcome categories best reflects the anticipated achievement. The three outcome categories are:

1. **Availability/Accessibility.** This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate income people where they live.
2. **Affordability.** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
3. **Sustainability. Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

## Allocation of 2014 CDBG, HOME & ESG Funds



### 2014 Allocation of Funds

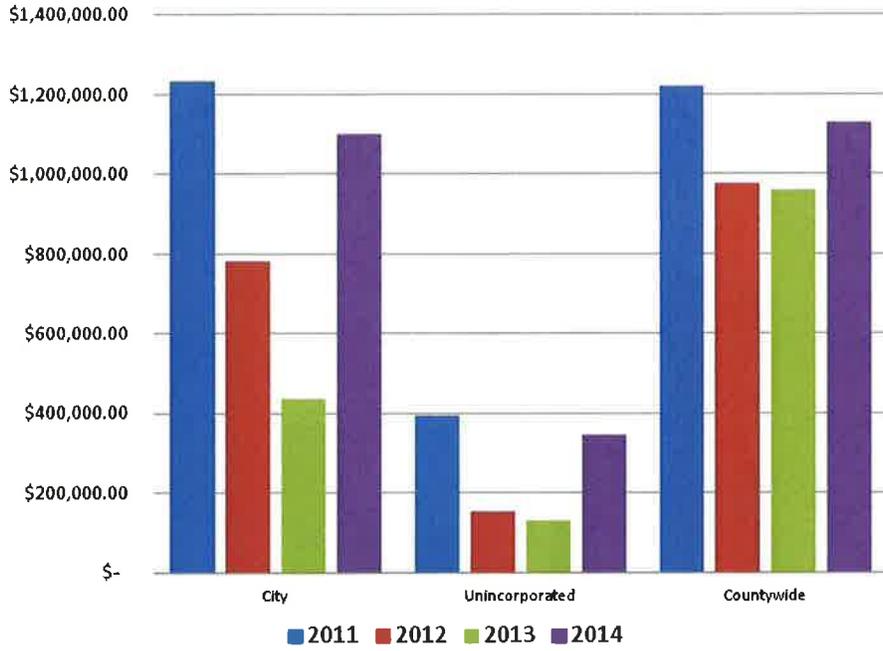
#### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Clackamas County's Housing and Community Development Division has met each of the annual goals established during the 2012-2016 Consolidated Plan development process. Two slow moving projects from program year 2012 that required additional community planning have been cancelled.

The last 2 projects from program year 2012 are a health clinic and Bell Road improvements. The Bell Road project is currently under construction with an anticipated completion date of October 30, 2014. The health clinic project originally for construction of a new clinic has since been revised to remodel an existing primary care clinic to provide more efficient services to the many low-income patients. This project should begin construction by August 1, 2014. The Chart below demonstrates a trend of declining CDBG and HOME funds for Clackamas County:

### 3-Year CDBG Project Expenditures



### City and Unincorporated Distribution of Funds

local match participation the County ensures a high degree of leveraging and maximizes the impact CDBG funds have on local communities throughout the County. A second allocation for the remaining 2 years of the 5-Year Consolidated Plan will be conducted in late 2014 for the 2015 and 2016 program years. 2014 is the beginning of the 3rd year of our 5 year Consolidated Plan. As projects get cancelled the funds allocated for those projects are held for the following year to support new projects that will be selected as part of the 2015 and 2016 program year CDBG application funding cycle.

## **5. Summary of public comments**

2014 Action Plan Public Input Meeting on February 26, 2014 at 6:00pm 15 community advocates attended the public meeting on February 26th. All persons present spoke about the need for services and housing for specific groups of people. Several people spoke about the increasing need for a range of housing for persons with mental illness. One person talked about the need for an ADA accessible entry to a community center serving families in a low-income neighborhood. A group spoke about the need for a foodbank building in a rural area. This group worried that if the school district sold the building they occupied then the foodbank would have no place to provide services. Another group talked about the need for eviction prevention public services programs such as RentWell and HomeBase. One person spoke on behalf of the increasing need for affordable accessible housing options for elderly and disabled persons. The full meeting summary and submitted testimony is attached in Appendix D

A Public Hearing held on April 10th with the Board of County Commissioners had 3 people speak on behalf of any housing assistance for pregnant teenagers, 1 person spoke on behalf of affordable housing projects in general, 1 person spoke on behalf of community development projects that help rural communities and the last person spoke in support of a senior center expansion project. No one was opposed to any of the proposed projects. A full summary is included in Appendix D.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments were accepted during the February 26 Public meeting and the April 10 Public Hearing. Comments were accepted verbally, by email and in written letters. A summary of comments is included in Appendix D of this plan.

## **7. Summary**

The Housing and Community Development Division is identifying appropriate projects and completing those projects in a timely manner. Community Development staff working with 16 cities and towns, community partners and non-profit agencies are identifying projects and completing those projects within project budgets. Projects that do not make progress due to various factors are cancelled and the funds re-allocated based on Priority Needs areas and according to Funding Policies. Only 2 projects have

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
HOPWA Administrator		
HOME Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Housing and Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

**Table 1 – Responsible Agencies**

**Narrative (optional)**

HOPWA funds are granted to nearby City of Portland for distribution through a six-county area that includes Clackamas County.

The Clackamas County Community Development Divisions works with 16 incorporated cities and towns and unincorporated rural areas to represent 386,000 citizens over 1800 square miles. Clackamas County is considered an urban county since most of the population lives in urban incorporated and unincorporated areas east of the Willamette river and just south of the City of Portland, Oregon.

**Consolidated Plan Public Contact Information**

Mark Sirois, Project Coordinator Clackamas County Health, Housing and Human Services Department Community Development Division 2051 Kaen Road #245 Oregon City, Oregon 97045 phone: 503.650.8591 email: marksir@co.clackamas.or.us

The Consolided Plan is also posted at [www.clackamas/communitydevelopment/plans](http://www.clackamas/communitydevelopment/plans)

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services in other cases non-profit agencies provide the housing or services. CDBG fund also provide support for the Housing Rights and Resources program that is an H3S program in the Social Services Division to provide housing referral and information services on all available housing services to residents in need of available housing services, information and affordable rental units. Resident Services Mentor Athletics will be supported this year with CDBG funds. This public service provides activities and support for low-income residents of public housing to support academic and health development of youth.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

H3S Housing and Community Development Division (HCD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same HCD office uses CDBG funds for the Homeless Point in Time (PIT) count of homeless persons. The PIT is conducted with over 150 volunteers coordinated by the Social Services Division. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the CoC and ESG policies. ESG and COC policies are included in Appendix B of this Action Plan. Community Development personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same Community Development Division staff that coordinates the ESG funding applications and awards process. The ESG fund allocations were presented to the Homeless Council (CoC) for discussion and review. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

1	<b>Agency/Group/Organization</b>	CASCADIA BEHAVIORAL HEATHCARE, INC.
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy HOPWA Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The agency is part of the Continuum of Care
2	<b>Agency/Group/Organization</b>	Housing Authority of Clackamas County
	<b>Agency/Group/Organization Type</b>	PHA Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Public Housing Authority is an activite participant in Community Needs Assessments, Continuum of Care, public meetings and homeless strategy planning.
3	<b>Agency/Group/Organization</b>	CLACKAMAS WOMEN'S SERVICES
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency is one of very few providers of services for survivors of domestic violence in this urban and rural county. This agency is active in th eContinuum of Care planning and the ESG funding and policy discussions.

7	<b>Agency/Group/Organization</b>	INN HOME
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-homeless Services-Education Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency is part of the homeless Continuum of Care that serves homeless youth.
8	<b>Agency/Group/Organization</b>	LEGAL AID SERVICES OF OREGON
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Part of our Housing Rights and Resources and included in all planning efforts
9	<b>Agency/Group/Organization</b>	LIFEWORKS NORTHWEST
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This foundation provides funding to non-profit homeless services providers in our County.
13	<b>Agency/Group/Organization</b>	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	<b>Agency/Group/Organization Type</b>	Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This State of Oregon TANF agency has a local office in our county. A representative from this office participates in our Continuum of Care activities and planning.

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agencies that expressed interest in participating were consulted. No agencies were excluded.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	H3S Community Development Division	The goals of the Continuum of Care are included as part of the Homeless Prevention Goals in the Action Plan

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation process for this Action plan began in 2011 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. The result of the community needs assessment was the development of our CDBG & HOME Funding Priority Needs Chart that is part of the Consolidated Plan (Consolidated Plan Appendix 8).

This Notice was posted to our website in 2011/2012:

#### **What does your Community Need?**

Clackamas County Community Development Division is preparing a Consolidated Plan to prioritize spending from several federal grants (CDBG, ESG and HOME) over the next 5-years (2012-2016). Citizen input will help in our county-wide needs assessment and will help us set priorities for selecting project activities. As part of that assessment, we would like to hear from you on what you see as the major needs in your community.

#### Important Dates:

October 18, 2011	Public Hearing to receive public testimony on community needs throughout Clackamas County
November 2, 2011	Applications for funding available/distributed
December 8, 2011	Last day to submit applications for funding for next three years of projects.

The 2014 Action Plan included a public meeting on February 26, 2014 and a public hearing with the Board of County Commissioners on April 10, 2014.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	The public hearing will take place on April 10, 2014	3 people spoke on behalf of housing assistance for pregnant and parenting teenagers, 1 person spoke on behalf of affordable housing projects in general, 1 person spoke on behalf of community development projects in rural areas and 1 person spoke in support of a senior center expansion project in 2014.	All Comments were accepted	

## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

Clackamas County Housing and Community Development Division works closely with the public housing authority, the County Behavioral Health Program, the Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ComPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,033,844	200,000	640,000	2,873,844	4,000,000	The Expected amount is based on estimated funding for program years 2015 and 2016. \$1,345,557 of local funds will match the 2014 project funds.

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total approximately \$4,600,000.

The Housing Authority of Clackamas County (HACC) will be using \$2,778,392 of the Public Housing Capital Fund to maintain and improve public housing for low-income residents. HACC will also administer \$11,907,177 of Housing Choice Vouchers for low-income resident rent assistance.

The Continuum of Care application process will renew \$1,692,208 of funding for homeless services, programs and rent assistance for homeless individuals and families.

The HOME funded Multifamily project will secure an additional \$7,000,000 of Low Income Housing Tax Credits LIHTC.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

No publically owned land is available for this purpose.

**Discussion**

The Housing and Community Development Division will continue to partner with the public housing authority, the County Behavioral Health Program, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels and expected matching funds on individual community projects.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	HUMAN SERVICES GOAL I	2012	2016	Homeless	Countywide	Public Services Needs (People)	CDBG: \$85,000	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 60 Households Assisted
6	HUMAN SERVICES GOAL II	2012	2016	Non-Homeless Special Needs	Countywide	Public Services Needs (People)	CDBG: \$130,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 150 Households Assisted Homelessness Prevention: 25 Persons Assisted
7	COMMUNITY DEVELOPMENT GOAL I	2012	2016	Non-Housing Community Development	Countywide	Public Facilities Infrastructure Projects	CDBG: \$750,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 983 Persons Assisted
8	COMMUNITY DEVELOPMENT GOAL II	2012	2016	Non-Housing Community Development	Countywide	Infrastructure Projects	CDBG: \$225,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 150 Households Assisted

Table 6 – Goals Summary

## Goal Descriptions

<b>3</b>	<b>Goal Name</b>	HOUSING GOAL III
	<b>Goal Description</b>	Reduce homelessness and meet the housing needs of special needs populations. Support the goals of the Clackamas County Ten-Year Plan and Policies to Address Homelessness and the efforts of the Homeless Council to reduce homelessness in the County. Provide affordable housing and stabilizing services to persons who are at risk of homelessness. Support efforts to develop a flexible funding source to provide appropriate services and rental assistance to persons who are homeless or at risk of homelessness. Focus resources on the more vulnerable populations, including people with mental health problems, veterans, people with disabilities, people coming from institutions, people with addictions and victims of domestic violence. In partnership with private and public housing entities, develop a range of housing choices for vulnerable populations (including persons at risk of homeless, homeless persons and other special needs populations), including a focus on meeting the need of chronic homeless persons for permanent supportive housing. Develop a set of program policies to create a 15% set-aside in all new affordable housing developments specifically to assist the target populations. From 2012 to 2016, 250 homeless or at-risk households receive affordable housing. HomeBase, Homeless Count, ESG program
<b>4</b>	<b>Goal Name</b>	HOUSING GOAL IV
	<b>Goal Description</b>	Promote community awareness of the affordable housing needs of low-and moderate-income households, the needs of homeless persons and the ongoing need to ensure equal access of all households to housing resources. Support projects and programs, such as the Housing Rights and Resources Program, that affirmatively address and promote fair housing rights and further housing opportunities for all County residents in accordance with the Fair Housing Act. Promote public awareness of the issue of fair housing and support the education of tenants, prospective homeowners, landlords, developers, property managers and housing staff on the Fair Housing Act and the Americans with Disabilities Act. Update and support the recommendations in the Analysis of Impediments to Fair Housing. Promote Transit Oriented Development (TOD). Expand Project-based Rental Assistance programs (PBRA). Explore special voucher rent rates for high-rent areas (HACC). From 2012 to 2016, 10,000 households will receive assistance in understanding their rights.
<b>5</b>	<b>Goal Name</b>	HUMAN SERVICES GOAL I
	<b>Goal Description</b>	Stabilize the lives of families and individuals who are in crisis. Focus on the prevention of homelessness and other personal crises through intervention services tied to rental assistance. Rent-Well tenant training and supports for homeless families and families in crisis to repair negative credit and rental records.

## AP-35 Projects – 91.220(d)

### Introduction

The projects for program years 2012, 2013 and 2014 were all selected through a Request for Proposals process conducted in November, December of 2011 and January and February of 2012.

#	Project Name
1	2014 Housing Rehab Program
2	2014 CDBG Administration
3	2014 HOME Administration
4	2014 RentWell
5	2014 Housing Rights and Resources
6	2014 Home Base
7	2014 HESG program
8	2014 Homeless Count
9	2014 NCRA Sewer Hookup Program
10	2014 Jackson Place Rehabilitation
11	SW Laurel Road Street Improvements
12	West Linn Adult Community Center Expansion
13	Multi-Family Rental Housing
14	SW Maple Road Street Improvements
15	2014 Northwest Gladstone Infrastructure Rehabilitation Project
16	2014 Save the Francis Ermatinger House
17	2014 Bell Road Ped/ Bike Improvements
18	2014 CHDO Operating Grant
19	Resident Services Mentor Athletics

Table 7 – Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation Priorities are based on a Priority List developed through a community needs assessment process completed in 2012 as part of the consolidated planning process.

	<b>Goals Supported</b>	HOUSING GOAL I HOUSING GOAL II HOUSING GOAL III HOUSING GOAL IV HUMAN SERVICES GOAL I HUMAN SERVICES GOAL II COMMUNITY DEVELOPMENT GOAL I COMMUNITY DEVELOPMENT GOAL II
	<b>Needs Addressed</b>	Public Facilities Infrastructure Projects Public Services Needs (People) Affordable Housing
	<b>Funding</b>	CDBG: \$368,560
	<b>Description</b>	Funds for overall program administration, including program development, management and coordination, personnel, accounting, and grant compliance expenses.
	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not Applicable
	<b>Location Description</b>	This activity is county-wide.
	<b>Planned Activities</b>	County-wide Grant Administration
<b>3</b>	<b>Project Name</b>	<b>2014 HOME Administration</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HOUSING GOAL I HOUSING GOAL II HOUSING GOAL III HOUSING GOAL IV
	<b>Needs Addressed</b>	Affordable Housing

	<b>Goals Supported</b>	HOUSING GOAL I HOUSING GOAL IV
	<b>Needs Addressed</b>	Public Services Needs (People)
	<b>Funding</b>	CDBG: \$140,000
	<b>Description</b>	This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County. The Housing Rights and Resources Program involves three agencies including: Clackamas County Social Services Division, The Fair Housing Council and, Legal Aid Services working together to provide services to low and moderate income tenants and home owners in Clackamas County.
	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4500 low-income persons will benefit from Housing Rights and Resources services.
	<b>Location Description</b>	This is a service that is provided to all county residents who call the program.
	<b>Planned Activities</b>	County-wide Housing rights training, housing referral and information.
<b>6</b>	<b>Project Name</b>	<b>2014 Home Base</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HUMAN SERVICES GOAL II
	<b>Needs Addressed</b>	Public Services Needs (People)
	<b>Funding</b>	CDBG: \$45,000
	<b>Description</b>	This program provides assistance to individuals, couples, and families with children who are homeless or at risk of becoming homeless. Program participants reside in Clackamas County and must be at or below 30% of the Area Median Income. CDBG funds will be limited to program administration, operations and case management services.
	<b>Target Date</b>	6/30/2015

	<b>Description</b>	The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County. The Homeless Count is a requirement of state and federal homeless services funding. The Count is conducted by over 100 volunteers who are trained and coordinated by Clackamas County Social Services staff to collect survey information that is compiled into an annual Homeless Count Report.
	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 report will be produced and approximately 500 persons will benefit from this homeless count effort.
	<b>Location Description</b>	This is a county-wide homeless count effort.
	<b>Planned Activities</b>	The Homeless Count produces information to be included in annual CoC reports and annual CoC homeless funding applications.
<b>9</b>	<b>Project Name</b>	<b>2014 NCRA Sewer Hookup Program</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	COMMUNITY DEVELOPMENT GOAL I
	<b>Needs Addressed</b>	Infrastructure Projects Affordable Housing
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitaization Area (NCRA). This is the 3rd and final phase of this project that provides grants to low and moderate income residents to pay part of the construction costs to decommission their old cesspool sewers to hook up to the new Service District #1 sanitary sewer system. These improvements greatly improve the ground water and property values within this low-income neighborhood.
	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	25 low-income households will benefit from this activity.
	<b>Location Description</b>	North Clackamas Renewal Area(NCRA). See Appendix C for map of the NCRA area.

	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	36 low-income households will benefit from this street improvement infrastructure project in a low-income neighborhood.
	<b>Location Description</b>	See appendix C for area map of SW Laurel Street in Estacada, Oregon 97023
	<b>Planned Activities</b>	Pedestrian and storm drainage improvements on a street in a low/mod income neighborhood.
<b>12</b>	<b>Project Name</b>	<b>West Linn Adult Community Center Expansion</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	COMMUNITY DEVELOPMENT GOAL II
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$255,000
	<b>Description</b>	This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center to provide additional meeting space, a new class room and a new multipurpose room to accommodate the growing population of seniors being served by the community center.
	<b>Target Date</b>	6/30/2015
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Over 3000 elderly persons use this facility.
	<b>Location Description</b>	See Appendix C for map and view of the Adult Community Center in West Linn, Oregon.
	<b>Planned Activities</b>	This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center.
<b>13</b>	<b>Project Name</b>	<b>Multi-Family Rental Housing</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HOUSING GOAL I
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$1,379,694

	<b>Planned Activities</b>	This project would construct new sidewalks, curbs, ADA ramps and drainage along 450 lineal feet of SW Maple Road in Estacada.
<b>15</b>	<b>Project Name</b>	<b>2014 Northwest Gladstone Infrastructure Rehabilitation Project</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	COMMUNITY DEVELOPMENT GOAL I
	<b>Needs Addressed</b>	Infrastructure Projects
	<b>Funding</b>	CDBG: \$250,000
	<b>Description</b>	The project includes street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. The streets in this area are narrow and lack curbs needed to control traffic and storm water runoff. Current conditions are hazardous for both pedestrians and motorists. Storm drain improvements are needed to alleviate flooding and prevent further deterioration of the roadway. Waterline improvements will protect domestic water supplies and improve fire protection capabilities.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	392 people in 110 families will benefit from this activity.
	<b>Location Description</b>	City of Gladstone Census Tract 02190 Block Group 1- 53.4% LMI
<b>Planned Activities</b>	The project includes construction of street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. This project is funded with program year 2013 and 2014 CDBG funds.	
<b>16</b>	<b>Project Name</b>	<b>2014 Save the Francis Ermatinger House</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	COMMUNITY DEVELOPMENT GOAL I
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$225,000

	<b>Planned Activities</b>	This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA). This project is funded with 2013 and 2014 funds.
<b>18</b>	<b>Project Name</b>	<b>2014 CHDO Operating Grant</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HOUSING GOAL I
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$13,000
	<b>Description</b>	Funds will be used to support Community Housing Development Organizations (CHDO) staff work on the development of low-income housing and to support operating expenses and capacity building. Funds will be provided to two non-profit housing development organizations: Northwest Housing Alternatives, Inc. and Proud Ground.
	<b>Target Date</b>	6/30/2014
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	Clackamas County, Oregon
	<b>Planned Activities</b>	Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses.
<b>19</b>	<b>Project Name</b>	<b>Resident Services Mentor Athletics</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HUMAN SERVICES GOAL II
	<b>Needs Addressed</b>	Public Services Needs (People)
	<b>Funding</b>	CDBG: \$35,000
	<b>Description</b>	A youth services program for residents of the public housing to support youth in academic and health development.
	<b>Target Date</b>	6/30/2015

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Assistance is directed throughout the county.

Funding priorities were developed from information collected through a combination of interviews with public officials and non-profit agencies, focus group meetings and an extensive public survey. These priorities are included in the 2012-2016 Funding Polices that were advertised as part of the Request for Proposals for CDBG funded projects. During the 5-Year Consolidated Planning interval 2 RFP cycles will be advertised. This first application cycle will consider projects for the 2013, 2013 and 2014 program years. A second funding cycle will occur in November of 2014 for the 2015 and 2016 program years.

During the first application cycle requests for CDBG funding totaling \$14,106,630 were received; it is anticipated that available CDBG funds for this 3-year period will be \$5,292,450. While the County gives consideration to a "balanced" distribution of funds between cities and unincorporated areas, and between urban and rural areas, ultimately we are limited by the proposals that are submitted.

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified geographic area with at least 46% low- and moderate-income residents. Clackamas County has a 46% low-and moderate income exception.

### **Low Income and Minority Concentration**

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA). The 2012 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$68,300 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$34,150 per year or \$2,846 per month for a family of 4. For a single person the median income per year is \$48,600. A low income adult person would have an income of less than \$24,300 per year or less than \$2,025 per month.

The Poverty level income level is much lower than the Low Income measure. Nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the latest U.S. Census data. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were living below poverty income level.

## **Rationale for the priorities for allocating investments geographically**

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 46% low- and moderate-income residents. Clackamas County has a 46% low-and moderate income exception.

HUD's "low income" household definition is a household that has an income that is less than 50% of Area Median Income (AMI). Clackamas County Community Development considers census tracts that consist of more than 35% low income people as "high-concentration" areas.

Eight percent (7.7%) of Clackamas County residents identified their ethnicity (considered separate from race) as Hispanic or Latino in the 2010 census. This is an increase over the 2000 census, when close to 5% (4.9%) of the population identified themselves as Hispanic.

2010 Census data on ethnicity of County residents indicates that of the more populated cities, Canby and Molalla had the highest percentages of Hispanic/Latino residents (21% and 14% respectively). Among the cities with populations above 10,000, Canby, Happy Valley and Wilsonville had greater than 20% minority populations.

Clackamas County Community Development Division uses a measure of more than 26% of a census tract block group that is minority to be an area of minority concentration. 2000 Census data indicates that some of these area block groups are not considered low income.

### **Concentrations of Both high (+35%) Low Income and high (+26%) Minority**

The Minority and Low Income map attached shows the areas of both minority and low income concentrations. Annually, Clackamas County Community Development Division spends approximately 13% (\$150,000 to \$200,000) of CDBG funds on projects in these high concentration areas.

Based on an overlay map the areas and Census Tract-Block Groups CT-BG of both more than 35% Low Income (2012 HUD estimate) and more than 26% Minority (2010 Census) are listed below:

- North Clackamas area: CT-BG 216.01-1, CT-BG 216.02-1, CT-BG 222.01-2
- I-205 and HWY212 intersection area: CT-BG 221.04-1, CT-BG 221.04-2
- Canby area: CT-BG 229.03-4 (this is a 2000 census tract, 2010 data has uses tracts 229.06, 229.07, 229.05 and 229.04 to record Canby area data.)

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Below are the Community Development 2014 Affordable Housing goals for the Homeless, Non-homeless and Special Needs populations. Funding for these projects is made available through the CDBG, HOME, ESG and the Continuum of Care (CoC) grant programs.

One Year Goals for the Number of Households to be Supported	
Homeless	130
Non-Homeless	96
Special-Needs	0
Total	226

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	75

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

30 low income households will receive funds and assistance to complete owner housing rehabilitation projects.

45 low income households will get access to new affordable housing units.

b) Provide information and referrals for residents interested in improving their credit and managing their debt. Referrals would be made to for individual appointments with staff at Innovative Changes or with other non-profit credit counseling agencies.

HACC partners with Regional Worksource Agencies (Portland Metro and Washington), the Workforce Investment Council of Clackamas County and Community Solutions of Clackamas County to implement Housing Works. Through Housing Works, fifty Section 8 Voucher and Public Housing residents age 18 and up:

- a) complete training in one targeted industry: construction, healthcare, office work, or manufacturing;
- b) get basic skills instruction;
- c) participate in workshops and job search activities;
- d) get referrals to paid on the job training; and
- e) receive individual professional guidance and support through the entire process.

HACC provides referrals and provide information in their agency newsletter regarding the availability of volunteer tax assistance for public housing residents. The goal of this effort is to maximize public housing resident's participation in the EITC program and to reduce their utilization of costly instant-rebate tax help programs.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

HACC is not designated as a troubled agency.

**Discussion**

Clackamas County is forming a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners.

provide 32 permanent beds serving 70 adults and 20 children per year.

BHD did not continue this contract beyond 4/30/13 as Recovery Association Project was unable to fulfill the terms of their contract.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Outreach to homeless persons is conducted through the range of Continuum of Care (CoC) services. Clackamas County has a variety of services for persons who routinely sleep on the streets or in other places not meant for human habitation, including two major service centers (Clackamas Services Center and The Father’s Heart). Both centers provide hot meals, clothing, medical services, mental health and substance abuse services, and are located convenient to where many unsheltered homeless reside. These agencies also provide shelter during cold weather, again serving primarily persons sleeping on the streets and places not meant for human habitation. In addition, several smaller agencies, including Hope Now, Knowing Me Ministries, and Northwest Community Outreach provide basic needs and outreach to the homeless on the streets and places not meant for habitation. Compassion Cares events, similar to Project Homeless Connect Events that are held nationwide, are held throughout the year to provide a “one stop” for those needing basic services, such as food, clothing, medical care, and shelter.

In Clackamas County the count of homeless individuals is conducted by combined efforts of county staff and volunteers. 157 volunteers took part in the 2013 count in Clackamas. Homeless individuals were surveyed at 92 sites, including food pantries, faith based organizations, shelters, schools, and outdoor areas.

**2070 homeless people were counted**

141 people were counted within emergency shelter and transitional housing programs

478 people were counted among the unsheltered

1451 people were counted as living in doubled-up or unstable housing due to economic hardship

191 people counted this year were chronically homeless or in chronically homeless families

required for the County to measure the effectiveness of programs and to receive annual allocations of federal funding for homeless services.

Two shelters in the County, the Northwest Housing Alternatives, Annie Ross House, and Clackamas Women's Services Evergreen House, provide assistance exclusively to homeless families with children and victims of domestic violence. Independent living services are provided at The Inn, a third facility in Clackamas County, which targets assistance to the County's homeless youth population. Case management for homeless individuals and families at each program improves vocational and coping skills to make the transition from homelessness to independent living.

Programs operated by the County's Social Services Division also attempt to prevent low-income individuals from becoming homeless. CDBG funds will be provided to continue the provision of fair housing information and referral services. County residents at risk of being evicted or becoming homeless are able to obtain information on available housing and other services such as short-term emergency shelter and housing counseling.

Continuum of Care funds Also provide 49 beds of transitional housing and services for homeless people. The Continuum does not fund any emergency shelters.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

VETERANS: Housing Authority of Clackamas County has housed 25 homeless veterans using VASH vouchers. The Veterans Services Office conducts veteran outreach with free medical screenings, warm clothing, information on compensation and other veterans' benefits, employment, housing, counseling and other services. Clackamas County is part of a new SSVF grant and is providing office space and supplemental rental assistance using state funds for a nonprofit provider of outreach, homeless placement and homeless prevention for veterans. This grant has streamlined access to the regional Grant Per Diem program for vets who are working on permanent housing placement either through VASH, SSVF or other programs. The VA VASH case manager is active in the county; however, there are still more homeless veterans than available slots. Thus, identified homeless veterans are prioritized into any available slot that fits their need, although factors such as dishonorable discharges are part of this prioritization.

FAMILIES: The CoC is increasing capacity & working on outreach goals to end homelessness among households with dependent children. The HomeBase program is the main Rapid ReHousing homeless prevention program. The HomeBase program expanded last year to serve 459 people & plans to

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

These discharge plans have been confirmed through the Continuum of Care application and planning process.

FOSTER CARE: The Oregon Dept. of Human Services is charged with providing services to children aging out of the foster care system. It provides many of these services directly in addition to contracting for specialized Independent Living Program (ILP) services. In this CoC, the prime ILP contractor is the Inn Home which also operates other CoC programs and whose Executive Director serves as Co Chair of our CoC. In addition, the local Family Court plays an active role in supervising dispositions and the CASA Program provides volunteers to assist youth in their transition.

Youth can opt for staying in their foster home and pay rent, join the Job Corp, secure their own apartment with Chafee Housing funds or go to state college with a 100% tuition waiver and room/board covered by Chafee Education Grant funds. With all of these options, DHS staff, The Inn Home staff and the CASA volunteers form a team to assist the youth in accessing services, jobs, schooling and rent subsidies.

HEALTH CARE: The discharge planning for poor and disabled has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, this is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients.

MENTAL HEALTH: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents be discharged from a psychiatric hospital without housing and services. In addition, Oregon is under an U. S. Dept. of Justice 4-year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

The **2012 Analysis of Impediments to Fair Housing Choice** identified five broad impediment areas. These impediment areas were based on analysis of existing data and broad public input. The impediment areas are also consistent with conclusions about areas of impediments to fair housing choice drawn in the Clackamas County 2005 AI and those identified in neighboring counties and cities. Some impediments, such as discrimination in housing, can be addressed with strategies aimed at identification and enforcement, as well as education (consumer, provider and housing industry).

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

There are a number of barriers to affordable housing common to substantially developed communities. These include the high cost of land and lack of available and appropriately zoned land. The high cost of site development, lack of easily developable vacant land within already-developed areas, the high cost of materials and the difficulty in obtaining financing have discouraged development and in some instances encouraged development of larger units which carried greater profit.

Individual cities and the County have authority over development regulations, including zoning, which results in a mix of regulations. Many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out communities.

Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in unsuitable or unsafe housing.

A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.

Households with extremely low incomes, especially those needing support services, find very few options. The Clackamas County Comprehensive Plan, last updated in 2001, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents. Policies with

This approach recognizes that long-term stability in affordable housing is part of larger picture of community development, at a minimum increasing both housing choice and increasing the capacity of residents.

The Clackamas County Board of Commissioners is exploring the suitability of instituting a rental inspection program in the County, which would result in random inspections of rental units, in addition to responding to complaints, to promote health and safety of units. The recently-funded pilot project will provide information about ongoing implementation.

2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Investigate the development and implementation of an inspection program to enforce habitability standards in multi-family housing projects.
5. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
6. Promote and assist the development of affordable housing which will be available to very low, low-, and moderate-income individuals and families.
7. Increase capacity to assist Homeless Families with Children.
8. Develop a set of program policies to create a 15 percent set-aside in all new affordable housing developments specifically to assist the targeted special need populations.
9. Promote the use of Section 8 Project Based Vouchers into the development of any new affordable housing project.
10. Develop Alcohol and Drug treatment Housing

#### **Actions planned to foster and maintain affordable housing**

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. HCD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

#### **Actions planned to reduce lead-based paint hazards**

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

House family shelter and Clackamas Women's Services domestic violence shelter.

- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).
- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.
- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Service's, Annie Ross House, and the Inn Home emergency shelters.
- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.
- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.
- Operation of the Jackson Transitional program for adults who are homeless.
- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.
- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community efforts to identify and re-house chronically homeless persons.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Housing and Community Development Division coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division that provided housing referral and information services on all available housing services. H3S , HCD and HACC will coordinate on the following action items:

1. Continue to improve communication and coordination among public agencies by developing

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction

This year a Home-buyer program will not be available for low-income residents. In prior years this program was available.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>200,000</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	92.00%

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

**RESALE -- Indirect Homebuyer Assistance**

Clackamas County does not anticipate providing 2014 HOME funds to assist in the development of homeownership opportunities for low-income households under the community land trust (CLT) model of homeownership. However, in the past, Clackamas County has provided HOME funds under the CLT model as follows:

The CLT retains ownership of the land and sells the improvement (structure) on the land to low-income homebuyers. The homebuyer leases the land from the CLT under a 99-year land lease to assure future affordability of the home. The land lease is made part of the HOME loan agreement and is recorded in the records of Clackamas County.

In such cases, the resale provisions of 24 CFR 92.254 (a)(5)(i) would apply. The HOME-assisted unit must remain affordable to a reasonable range of low-income homebuyers throughout the period of affordability. Clackamas County defines a "reasonable range of low-income homebuyers" as homebuyers with incomes between 60 and 80 percent of area median income. An affordable unit would have a purchase price at initial and any subsequent resale that does not exceed what a family of four at 60 percent of area median income would pay if paying no more than 35 percent of income for principal, interest, taxes and insurance.

The CLT's Land Lease must include:

- A resale formula that ensures the homeowner/seller will receive a limited but fair return on their investment and yet keep the home affordable to a reasonable range of low-income homebuyers.
- A provision that any subsequent sale of the dwelling unit must be to another income-qualified buyer which is defined as a household income does not exceed eighty percent of the county's median household income
- A provision that gives the CLT the right of first refusal to buy back the unit.

The CLT is in default under the terms of the HOME loan agreement if:

- The CLT: sells or transfers title to the land. (The sale of the home to a homebuyer does not constitute a transfer of title to the land.)sells the home to a buyer who is not a low-income household.sells the home for a price that exceeds the current HUD-published limit for the HOME program.The Income Qualified Buyer or approved successor does not occupy the home as its primary residence.Upon any other change in use of the land.

Only three applications to provide Emergency Shelter services were received. All three nonprofits were funded for homeless emergency shelter services. The contracts have been renewed annually at level funding. ESG and COC providers are engaged in homeless services planning and ESG allocations.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has a formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies that provide only emergency shelter services are evaluated by examining one measure of success:

What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After a year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard.

## **Discussion**

Since the change to the Emergency Solutions Grant Program the Clackamas County ESG program has been in the process of refining the ESG policies. In 2014 the ESG program will fund Rapid Rehousing and or Homeless prevention activities for the first time.

ESG program staff are working closely with the Continuum of Care for homeless programs to coordinate efforts, implement a coordinated assessment process, establish CoC and ESG program policies and to establish performance measures.

# Appendix A

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b>	Applicant Identifier
			<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
			<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier
<b>5. APPLICANT INFORMATION</b>				
Legal Name: Clackamas County, Oregon		<b>Organizational Unit:</b> Department: Health, Housing and Human Services		
Organizational DUNS: 096992656		Division: Housing and Community Development		
<b>Address:</b> Street: 2051 Kaen Road #245		<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b>		
City: Oregon City		Prefix: Mr.	First Name: CHUCK	
County: Clackamas		Middle Name		
State: Oregon		Last Name ROBBINS		
Zip Code 97045		Suffix:		
Country: USA		Email: CHUCK@CO.CLACKAMAS.OR.US		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 93-6002286		Phone Number (give area code) 503.650.5666	Fax Number (give area code) 503.655.8563	
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/>		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) B. COUNTY Other (specify)		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): CDBG COMMUNITY DEVELOPMENT BLOCK GRANT 14-218		<b>9. NAME OF FEDERAL AGENCY:</b> US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> Clackamas County, Oregon		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS		
<b>13. PROPOSED PROJECT</b> Start Date: 07/01/2014		<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant 5,3,1		
Ending Date: 06/30/2015		b. Project 5,3,1		
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>		
a. Federal	\$ 2,033,844	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$	DATE:		
c. State	\$	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$ 1,328,057	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$ 640,000	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>		
f. Program Income	\$ 300,000	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 4,301,901			
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>				
<b>a. Authorized Representative</b>				
Prefix	First Name CINDY	Middle Name		
Last Name BECKER			Suffix	
b. Title DIRECTOR			c. Telephone Number (give area code) 503.650.5696	
d. Signature of Authorized Representative			e. Date Signed	

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application		<b>2. DATE SUBMITTED</b>	Applicant Identifier
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction	<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier
<b>5. APPLICANT INFORMATION</b>			
Legal Name: Clackamas County, Oregon		<b>Organizational Unit:</b> Department: Health, Housing and Human Services	
Organizational DUNS: 096992656		Division: Housing and Community Development	
<b>Address:</b> Street: 2051 Kaen Road #245		<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b> Prefix: First Name: Chuck	
City: Oregon City		Middle Name	
County: Clackamas		Last Name Robbins	
State: Oregon	Zip Code 97045	Suffix:	
Country: USA		Email: chuck@co.clackamas.or.us	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 93-6002286		Phone Number (give area code) 503-650-5666	Fax Number (give area code) 503-655-8563
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) B. COUNTY Other (specify)	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): HOME INVESTMENT PARTNERSHIP PROGRAM 14-239		<b>9. NAME OF FEDERAL AGENCY:</b> Federal Mediation and Conciliation Service	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> CLACKAMAS COUNTY, OREGON		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM	
<b>13. PROPOSED PROJECT</b> Start Date: 07/01/2014		<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant 5,3,1	
Ending Date: 06/30/2015		b. Project 5,3,1	
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
a. Federal	\$ 769,660 <sup>00</sup>	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	\$ <sup>00</sup>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State	\$ 7,000,000 <sup>00</sup>	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$ <sup>00</sup>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
e. Other	\$ 700,000 <sup>00</sup>	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
f. Program Income	\$ 15,000 <sup>00</sup>		
g. TOTAL	\$ 8,469,660 <sup>00</sup>		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>			
<b>a. Authorized Representative</b>			
Prefix	First Name CINDY	Middle Name	
Last Name BECKER	Suffix		
b. Title DIRECTOR OF HEALTH HOUSING AND HUMAN SERVICES	c. Telephone Number (give area code) 503-650-5696		
d. Signature of Authorized Representative	e. Date Signed		

**APPLICATION FOR FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b>	Applicant Identifier
			<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
			<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier
<b>5. APPLICANT INFORMATION</b>				
Legal Name: Clackamas County, Oregon		Organizational Unit: Department: Health, Housing and Human Services		
Organizational DUNS: 096992656		Division: Housing and Community Development		
Address: Street: 2051 Kaen Road #245		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: CHUCK		
City: Oregon City		Middle Name		
County: Clackamas		Last Name ROBBINS		
State: Oregon	Zip Code 97045	Suffix:		
Country: USA		Email: CHUCK@CO.CLACKAMAS.OR.US		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 93-6002286		Phone Number (give area code) 503.650.5666	Fax Number (give area code) 503.655.8563	
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) B.COUNTY Other (specify)		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): HESG EMERGENCY SOLUTIONS GRANT PROGRAM <b>12. AREAS AFFECTED BY PROJECT</b> (Cities, Counties, States, etc.): Clackamas County, Oregon		<b>9. NAME OF FEDERAL AGENCY:</b> US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT <b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> APPLICATION FOR EMERGENCY SOLUTIONS GRANT FUNDS		
<b>13. PROPOSED PROJECT</b> Start Date: 07/01/2014 Ending Date: 06/30/2015		<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant 5,3,1 b. Project 5,3,1		
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>		
a. Federal	\$ 166,374	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:		
b. Applicant	\$	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
c. State	\$	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
d. Local	\$ 301,100	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>		
e. Other	\$	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
f. Program Income	\$			
g. TOTAL	\$ 647,474			
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>				
<b>a. Authorized Representative</b>				
Prefix	First Name CINDY	Middle Name		
Last Name BECKER			Suffix	
b. Title DIRECTOR			c. Telephone Number (give area code) 503.650.5696	
d. Signature of Authorized Representative			e. Date Signed	

# Appendix B

**The Clackamas County Continuum of Care (CoC)** is a consortium of individuals and organizations with the common purpose of planning for a housing and services continuum for people who are homeless.

The mission of the Clackamas County CoC is to facilitate the development of a continuum of housing and services that provide sufficient opportunities to significantly mitigate homelessness in Clackamas County, via:

- Full utilization of mainstream resources
- Coordination of service delivery and housing systems
- Systemic agreements and institutional targeting of populations at high risk of homelessness
- Creative cultivation of new resources
- Public awareness to foster a collective sense of responsibility

CoC funded providers operate Transitional Housing, Permanent Supportive Housing and Rapid Rehousing programs and follow the program rules listed in CoC Interim Rule 24 CFR Part 578.

ESG provider sub-recipient contracts also include many ESG program requirements. Each ESG and CoC provider may decide to set standards for their homeless services that exceed these minimum standards, but will at the very least comply with the following Clackamas County Homeless Services General Standards:

**General Standards:**

**1. COORDINATED ASSESSMENT:**

Minimum standards for coordinated assessment system are:

- Once the Continuum of Care has developed and adopted a coordinated assessment system in accordance with HUD's requirements (24 CFR Part 578) all ESG and CoC providers in Clackamas County shall use that assessment system.
- A victim services provider may choose not to use the Continuum of Care's coordinated assessment system.

**2. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):**

Minimum standards for CoC and ESG data are:

- Providers, except for victim service providers shall actively utilize the Homeless Management Information System (HMIS), to enter data on people served and assistance provided under ESG.
- Victim service providers shall actively utilize a comparable data system that meets HUD's standards (24 CFR 576.107).
- Providers shall adhere to the reporting and data quality standards listed in the current Clackamas County HMIS Policies and Procedures.

Providers will assist clients in reviewing and understanding the agency or program Reasonable Accommodation Policy and completing any type of Request for Reasonable Accommodation documentation.

## **7. TERMINATION OF ASSISTANCE.**

Minimum standards for termination of assistance are:

- **In general** – If a program violation occurs and the provider terminates assistance as a result, the termination shall follow an established process that recognizes the rights of the individuals affected. Termination shall only occur in the most severe cases.
- **Program participants receiving rental assistance or housing relocation or stabilization services** – When terminating rental assistance or housing relocation and stabilization services, the required formal process shall minimally consist of:
  - Written notice clearly stating the reasons for termination;
  - Review of the decision that gives the participant opportunity to present objections to the decision maker; and
  - Prompt written final notice.
- **Ability to provide further assistance** – Termination will not bar the provider from providing later additional assistance to the same family or individual.

**8. GRIEVANCE PROCESS.** CoC and ESG providers shall have a Grievance Process that recognizes the rights of individuals receiving assistance to due process of law. The process shall consist of an informal process and a formal process.

Providers will assist clients in reviewing and understanding the agency or program Grievance Process and completing any type of Grievance Process documentation.

## **9. NONDISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE**

**OUTREACH:** CoC and ESG providers must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in § 578.93(c).

ESG providers minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in §576.407 (a-b).

## ESG Minimum Standards - 24 CFR 576.400 (e):

**1. Evaluating Eligibility.** Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG:

Per 24 CFR 576.401: ESG (sub-recipients) providers must conduct an initial evaluation to determine each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. All ESG providers will follow federal documentation guidelines to establish the client's status as homeless or at-risk of homeless and their income eligibility. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d).

**2. Coordination Among Providers.** Policies and procedures for coordination among all Clackamas County emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers:

The ESG providers must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 567.400(b)

ESG provider managers and case managers shall participate in Clackamas County Continuum of Care meetings to coordinate services and to discuss ESG program policies and procedures. ESG providers receive feedback from other homeless services providers on all services available for low-income and homeless persons including; accessing mainstream services; housing services, legal services and health care services.

**3. Determining and Prioritizing.** Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance:

ESG-funded providers will be responsible for ensuring that potential participants are served, with provisions for targeting some services to eligible households who meet

- e. There must be a rental assistance agreement and lease between the property manager and tenant as well as the owner of property and ESG provider sub-recipient.
- f. No rental assistance may be made to an individual or family that is receiving rental assistance from another public source for the same time period.
- g. Rental assistance may not be provided to a participant who is currently receiving replacement housing payments under Uniform Relocation Assistance

Per 24 CFR 576.106 (e), ESG provider sub-recipients may make rental assistance payments only to an owner with whom the sub-recipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the sub-recipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

## **6. EMERGENCY SHELTER STANDARDS**

### **MINIMUM STANDARDS:**

#### **Admission:**

Providers of Emergency Shelter services shall admit individuals and families who meet the HUD definition of "homeless," as specified in 24 CFR 576.2 (1, 2, 3 & 4) and agencies' eligibility criteria.

#### **Assessment:**

Individuals and families shall be offered an initial need and eligibility assessment and qualifying program participants, including those meeting special population criteria, will be offered Emergency Shelter services, as needed and appropriate.

#### **Prioritization/Diversion/Referral:**

When appropriate based on the individual's needs and wishes, the provision of or referral to Homeless Prevention or Rapid Rehousing services that can quickly assist individuals to maintain or obtain safe, permanent housing shall be prioritized over the provision of Emergency Shelter or Transitional Housing services.

#### **Reassessment:**

Program participants will be reassessed as case management progresses, based on the individual service provider's policies.

#### **Discharge/Length of Stay:**

Program participants shall be discharged from Emergency Shelter services when they choose to leave or when they have successfully obtained safe, permanent housing. Any Length of Stay limitations shall be determined by the individual service provider's policies and clearly communicated to program participants.

#### **Safety and Shelter Safeguards for Special Populations:**

Safety and Shelter Safeguards shall be determined by the individual Special Population service provider's policies and clearly communicated to program participants.

**RENTAL ASSISTANCE DURATION AND ADJUSTMENT:**

Minimum standards for determining how long a particular program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time are:

- Participants receive approval for the minimum amount of financial assistance necessary to prevent homelessness. Documentation of financial need shall be kept in the participant's file for each month of financial assistance received. Participants shall not be approved for more rental assistance than can be justified given their income and expenses at a given time.
- Any additional requirements regarding how long a program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time shall be determined by the individual service provider's policies and clearly communicated to program participants.

**SERVICE TYPE, AMOUNT & DURATION:**

Minimum standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid rehousing assistance that each program participant shall receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance; or the maximum number of times the program participant may receive assistance are:

**Financial Assistance:**

**Use with other subsidies** – Payment for Financial Assistance costs shall not be provided to a participant who is receiving the same type of financial assistance through other public sources or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

**Rental application fees** – Payment shall only be made for fees charged by the owner to all applicants.

**Security deposits** – Payment shall not exceed two (2) month's rent.

**Last month's rent** – Payment shall not exceed one (1) month's rent and shall be included in calculating the participant's total rental assistance.

**Utility deposits** – Payment shall only be made for gas, electric, water and sewage deposits.

**Utility payments:**

- Payment shall not exceed 24 months per participant, including no more than 6 months of utility payments in arrears, per service.
- A partial payment counts as 1 month.
- Payment shall only be made if the utility account is in the name of the participant or a member of the same household.

Payment for housing stability case management services provided while the participant is living in permanent housing shall not exceed 24 months.

**Mediation** – Payment shall only be made for the cost of mediation between the participant and the owner or person with whom the participant is living, if it is necessary to prevent the participant from losing the permanent housing where he/she resides. Payment for mediation services shall not exceed 24 months during any 3-year period.

**Legal services** – Payment shall only be made for the cost of legal services, if they are necessary to resolve a legal problem that prohibits the participant from obtaining permanent housing or will likely result in the participant losing the permanent housing where he/she resides. Payment for legal services shall not exceed 24 months during any 3-year period.

**Credit repair** – Payment shall only be made for the cost of assisting the participant in obtaining skills related to household budgeting, managing money, accessing a free personal credit report and resolving personal credit problems. Payment will not be made for a debt or modification of a debt. Payment for credit repair services shall not exceed 24 months during any 3-year period.

**Rental Assistance:**

- Payment shall not exceed 24 months total during a 3-year period in tenant-based or project-based housing.
- Payment for short-term rental assistance shall not exceed 3 months.
- Payment for medium-term rental assistance shall be for more than 3 months, but shall not exceed 24 months.
- Payment for rent arrears shall not exceed 6 months and shall be a one-time payment, including any late fees.
- Except for a one-time payment of rental arrears on the participant's portion, payment shall not be provided to a participant who is receiving tenant-based rental assistance or living in a unit receiving project-based assistance or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.
- Payment shall not exceed the Fair Market Rent established by HUD (24 CFR 888) and shall comply with HUD's standard of rent reasonableness (24 CFR 982.507).
- Calculation of the rental payment amount shall only include monthly rent for the unit, any occupancy fees under the lease (except for pet and late fees) and if the participant pays separately for utilities, the monthly utility allowance established by the public housing authority for the area in which the housing is located.

**Eligibility:**

- The participant shall have an annual income that is 30 percent of median family income for the area or less, as determined by HUD; and
- The participant shall lack sufficient resources and support networks necessary to retain housing without ESG assistance.

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

**Category (4) Any individual or family who:**

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.



# Homeless Definition

<b>ELIGIBILITY BY COMPONENT</b> (Emergency Solutions Grants Program)	<b>Street Outreach</b>	Individuals defined as Homeless under the following categories are eligible for assistance in SO: <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)</li> </ul> SO projects have the following additional limitations on eligibility within Category 1: <ul style="list-style-type: none"> <li>• Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter</li> </ul>
	<b>Emergency Shelter</b>	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects: <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 2 – Imminent Risk of Homeless</li> <li>• Category 3 – Homeless Under Other Federal Statutes</li> <li>• Category 4 – Fleeing/Attempting to Flee DV</li> </ul>
	<b>Rapid Re-housing</b>	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects: <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)</li> </ul>
	<b>Homelessness Prevention</b>	Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects: <ul style="list-style-type: none"> <li>• Category 2 – Imminent Risk of Homeless</li> <li>• Category 3 – Homeless Under Other Federal Statutes</li> <li>• Category 4 – Fleeing/Attempting to Flee DV</li> </ul> Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects. <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <li>• Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI</li> </ul>

**ATTACHMENT B**

<p><b>Rapid Re-Housing Component.</b> These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.104</p>		
<b>Rental Assistance**</b>	<b>Housing Relocation and Stabilization Services</b>	
<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Short-term rental assistance</li> <li>• Medium-term rental assistance</li> <li>• Rental arrears</li> </ul> <p>**Rental assistance can be project-based or tenant-based.</p>	<b>Financial Assistance</b>	<b>Services Costs</b>
	<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Rental Application Fees</li> <li>• Security Deposits</li> <li>• Last Month's Rent</li> <li>• Utility Deposits</li> <li>• Utility Payments</li> <li>• Moving Costs</li> </ul>	<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Housing Search and Placement</li> <li>• Housing Stability Case Management</li> <li>• Mediation</li> <li>• Legal Services</li> <li>• Credit Repair</li> </ul>

<p><b>Homelessness Prevention Component.</b> These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.103</p>		
<b>Rental Assistance**</b>	<b>Housing Relocation and Stabilization Services</b>	
<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Short-term rental assistance</li> <li>• Medium-term rental assistance</li> <li>• Rental arrears</li> </ul> <p>**Rental assistance can be project-based or tenant-based.</p>	<b>Financial Assistance</b>	<b>Services Costs</b>
	<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Rental Application Fees</li> <li>• Security Deposits</li> <li>• Last Month's Rent</li> <li>• Utility Deposits</li> <li>• Utility Payments</li> <li>• Moving Costs</li> </ul>	<p><b>Activity types:</b></p> <ul style="list-style-type: none"> <li>• Housing Search and Placement</li> <li>• Housing Stability Case Management</li> <li>• Mediation</li> <li>• Legal Services</li> <li>• Credit Repair</li> </ul>

<p><b>HMIS Component.</b> These activities are designed to fund ESG recipients' and subrecipients' participation in the Continuum of Care HMIS collection and analyses of data on individuals and families who are homeless and at-risk of homelessness. § 576.107</p>
<p><b>Eligible costs:</b></p> <ul style="list-style-type: none"> <li>○ Contributing data to the HMIS designated by the CoC for the area;</li> <li>○ HMIS Lead (as designated by the CoC) costs for managing the HMIS system;</li> <li>○ Victim services or legal services provider costs to establish and operate a comparable database.</li> </ul>

**\*ADMINISTRATIVE ACTIVITIES. § 576.108** Eligible administrative costs are broadly categorized as follows:

- General management, oversight, and coordination
- Training on ESG requirements
- Consolidated Plan
- Environmental review

## ATTACHMENT C

### Minimum Standards for Emergency Shelters

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		<p>1. <b>Structure and materials:</b></p> <p>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.</p> <p>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.</p>
		<p>2. <b>Access.</b> Where applicable, the shelter is accessible in accordance with:</p> <p>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</p> <p>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</p> <p>c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</p>
		<p>3. <b>Space and security:</b> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.</p>
		<p>4. <b>Interior air quality:</b> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.</p>
		<p>5. <b>Water Supply:</b> The shelter's water supply is free of contamination.</p>
		<p>6. <b>Sanitary Facilities:</b> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>
		<p>7. <b>Thermal environment:</b> The shelter has any necessary heating/cooling facilities in proper operating condition.</p>
		<p>8. <b>Illumination and electricity:</b></p> <p>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.</p> <p>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</p>
		<p>9. <b>Food preparation:</b> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>
		<p>10. <b>Sanitary conditions:</b> The shelter is maintained in a sanitary condition.</p>
		<p>11. <b>Fire safety:</b></p> <p>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</p> <p>b. All public areas of the shelter have at least one working smoke detector.</p> <p>c. The fire alarm system is designed for hearing-impaired residents.</p> <p>d. There is a second means of exiting the building in the event of fire or other emergency.</p>
		<p>12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.</p>
		<p>13. Meets additional recipient/subrecipient standards (if any).</p>

## ATTACHMENT C

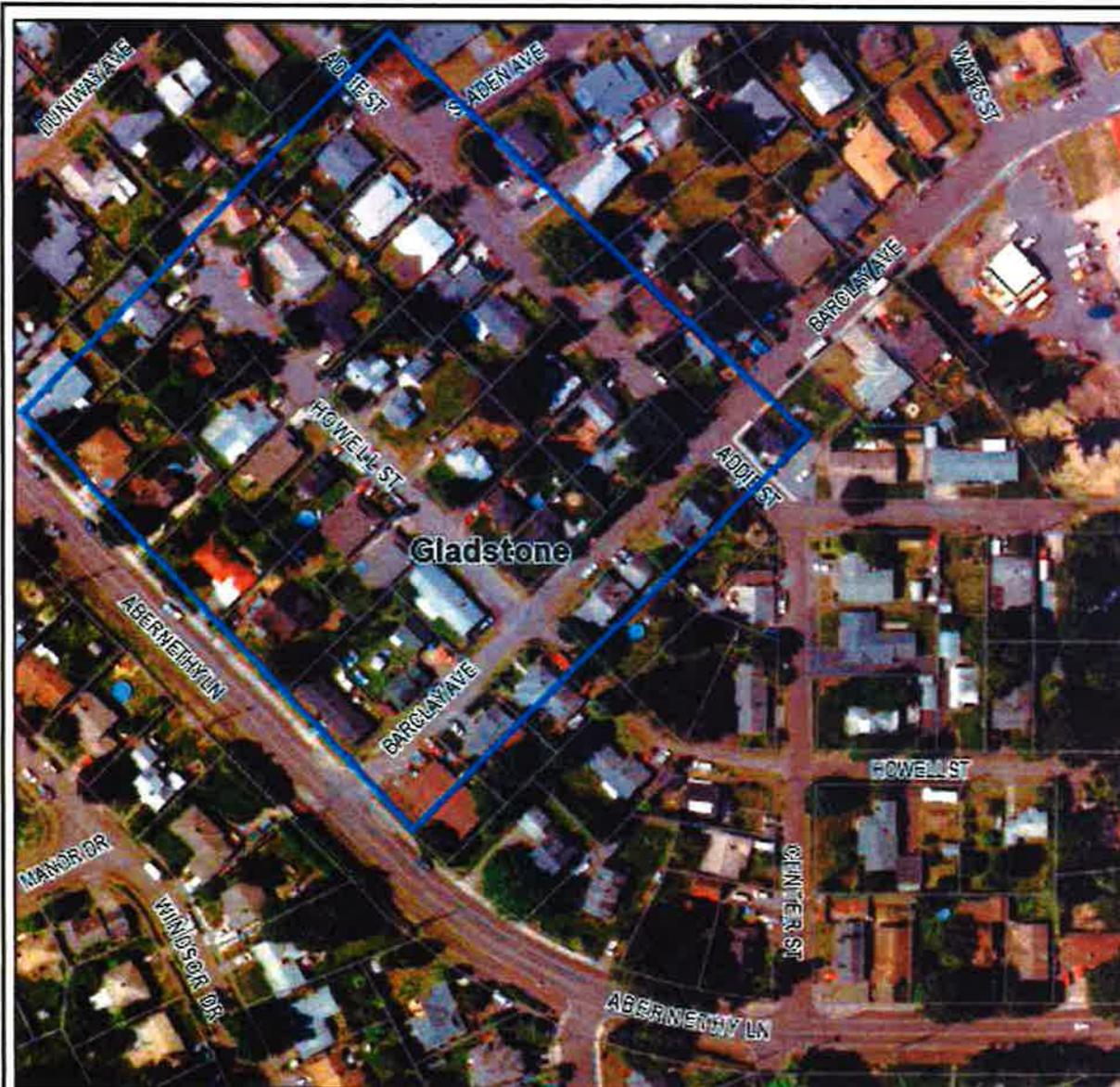
### Minimum Standards for Permanent Housing

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> <li>a. There is a second means of exiting the building in the event of fire or other emergency.</li> <li>b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom.</li> <li>c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</li> <li>d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</li> </ol>
		11. Meets additional recipient/subrecipient standards (if any).

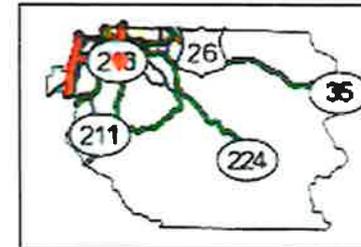
# Appendix C





# Clackamas County

NW GLADSTONE  
INFRASTRUCTURE



*Clackamas  
County*

**Geographic Information Systems**  
163 Warner Millne Road  
Oregon City, OR 97045

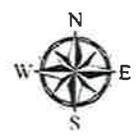
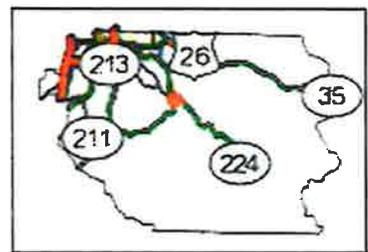
This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Tue, 1 Apr 2014 08:34:19



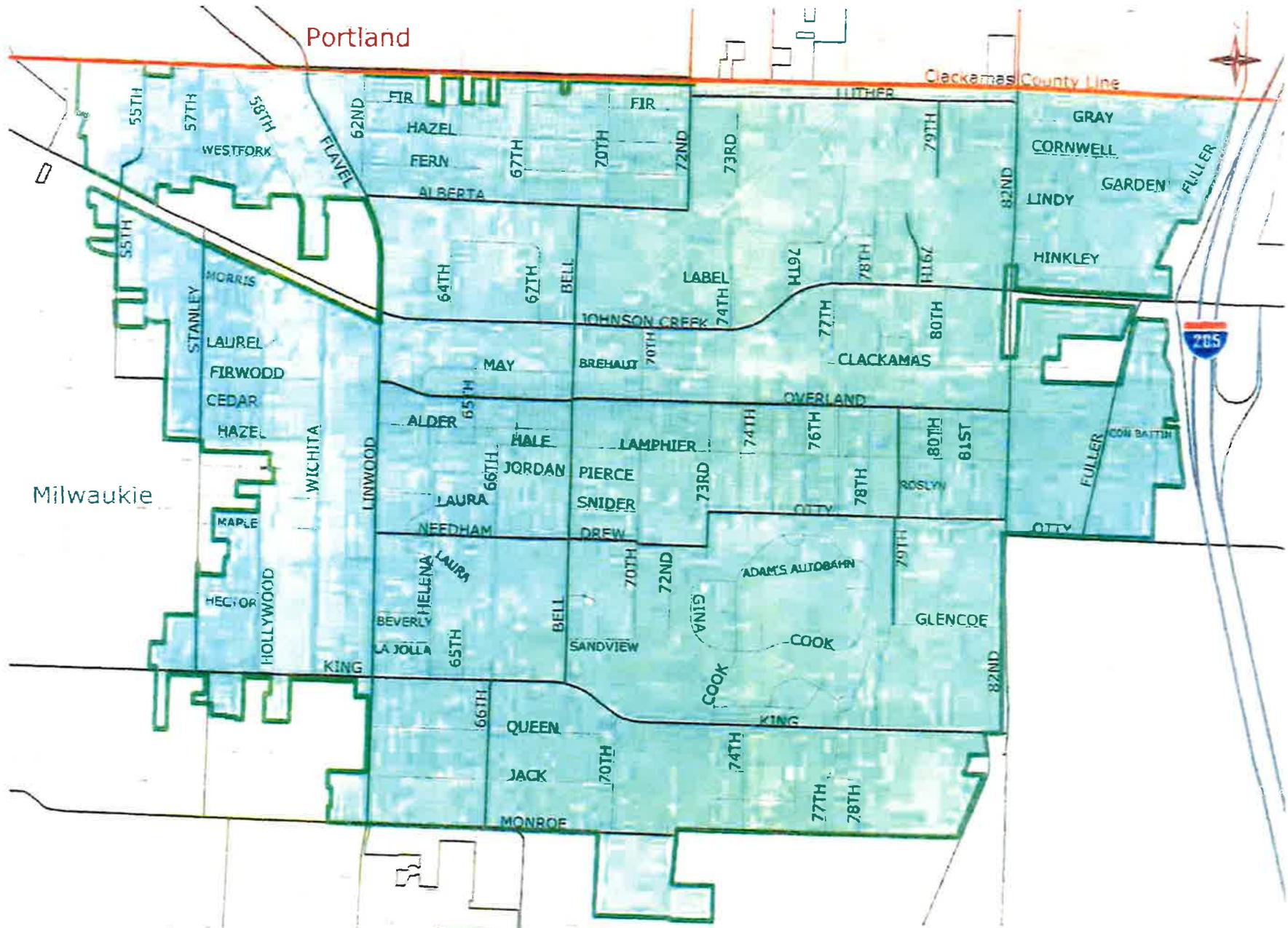
# Clackamas County

SW Laurel Road, Estacada, OR



**Geographic Information Systems**  
168 Warner Milne Road  
Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before



Portland

Clackamas County Line

Milwaukie

North Clackamas Revitalization Area (NCRA)

# Appendix D

**Clackamas County Community Development  
Public Meeting Summary**

**6:00p.m. Wednesday, February 26, 2014  
2051 Kaen Road, Rm 288  
Oregon City, Oregon**

**In Attendance:**

George Abbott, Colton Helping Hands  
Donna Fix, Colton Helping Hands  
Debbie Holm, Colton Helping Hands  
Durell Singleton, North Clackamas School District  
Luc Smith, Northwest Housing Alternatives  
Noe Zepeda, Northwest Housing Alternatives  
Angela Trimble, Northwest Housing Alternatives  
Michele Veenter, National Alliance for Mentally Ill (NAMI) Clackamas  
Amy Vanacore, Metropolitan Family Service  
Melissa Erlbaum, Clackamas Womens Services  
Monica Lodolini, Madonna's Center  
Valerie Ashbacher, Madonna's Center  
Erica White, State DHS, Adult and Disability services  
Laura Borders and Bill Zuber, parent volunteers with National Alliance for Mentally Ill (NAMI) Clackamas  
Gary Knepper, Housing Authority of Clackamas County  
Chuck Robbins, Housing and Community Development Director  
Mark Sirois, Project Coordinator, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County.

Mark continued by discussing the anticipated federal funding in the coming year. Cuts of up to 2% to Clackamas County CDBG, HOME will get flat funding and ESG funding is probably flat. Mark stated that all projects approved for funding will be funded. CD will get notification from HUD in April about the actual allocations from HUD.

Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas

**Public Comments:**

Noe Zepeda and Luc Smith stated that they were resident services managers with Northwest Housing Alternatives. Noe and Luc were present to learn about any potential

Melissa Erlbaum with Clackamas Womens Services spoke about the continued need for housing and services for survivors of domestic violence. There is a continued need for safe affordable housing, transitional housing programs and units, rapid rehousing programs so that women and children can avoid becoming homeless due to domestic violence.

Bill Zuber and Laura Boarder are parent volunteers with NAMI. Bill and Laura said that more housing is needed for persons with mental illnesses. There are a few mental health housing projects that are successful and more is needed all over the county.

Valerie Ashbacher with the Madonna Center spoke about the need for housing options for pregnant and parenting teens. There are nearly 600 parenting teens in Clackamas County that need housing to get stable and keep their families intact. It seems like for the last 10 years there has been no improvement. The Fair Housing Law does not protect parenting teens because landlords can legally refuse teen parents from signing leasing agreement without an adult parent's signature? Valerie would like some funding to purchase or build a tri-plex to house the Madonna Center and provide family units for parenting teens. Many teens don't have rent histories so that makes it much harder to qualify for apartment leases. A rent subsidy program would also help to keep teens housed but often teens need to learn how to live with roommates if they are going to be independent. The RentWell program tenant education program does help with landlord rent deposit guaranties but more classes in different locations are needed.

Monica Lodolini also spoke about the need for teen parent housing and services. Monica has lived in the county for over 20 years and still remembers how hard it was for her to get housing when she was a teen parent. Monica feels that it is wrong that landlords can discriminate against young parents who are under 18 years old. It is very difficult to make the leap to adulthood when landlord will not let you rent safe housing. Many teen parents end up in unsafe housing with questionable neighbors.

Chuck Robbins thanked everyone for the community needs information and talked about the Priority Needs list referenced to select CDBG projects. The HOME funding will be supported several affordable housing projects. In the next few weeks Clackamas County will be releasing a Request for Proposals for 2 housing projects of 50 units each. The housing projects will be alcohol and drug-free housing. Chuck also mentioned that the newly formed Housing Advisory Board will be collecting information and making affordable housing recommendations to the Housing Authority and the Board of County Commissioners.

There was a general discussion about funding for homelessness, HUD priorities for homeless funding, the Housing First model and the Rapid Re-housing model. Someone mentioned that the state of Utah has been successful with the Housing First model.

Colton Helping Hands, Inc.  
PO Box 16  
Colton, Oregon 97017  
Non-profit 501 (c) 3

**Clackamas County Housing and Community Development Division**

Colton Helping Hands would like to purchase the Colton Community Center located at 30138 South Wall Street Colton, Oregon 97017 from the Colton School District. They had an appraisal done by Kurasz Consulting Inc.. The appraisal amount was \$320,000.00.

Colton Helping Hands is a partner agency with Oregon Food Bank. Our food bank serves an average of 150 needy rural Clackamas County families per week, which impacts an average of 2,100 individuals per month. We help the most vulnerable families, seniors and others to meet their basic nutritional needs.

We also offer a place for rural Clackamas County Juveniles and adults to complete court appointed community service. We are certified with Clackamas County Juvenile courts as an approved community service program.

We would like to purchase the building so we can keep the Colton Community Center open. It is in dire need of repairs. Which we are unable to write grants for the repairs, because we do not own the building. We want to insure that we will have a building to house our food program and for other programs to use.

**REPAIRS NEEDED**

- NEW ROOF
- NEW GUTTERS
- NEW WINDOWS
- PAINT FOR OUTSIDE OF BUILDING

We have done some repairs to the building. We hired a licensed electrician to repair wiring. We have had the furnace repaired, also we have had some plumbing done and we do all the janitorial services.

**OUR PLANS FOR THE BUILDING**

- KITCHEN (cooking classes offered by Oregon Food Bank)
- MEALS
- THRIFT STORE
- MODEL GARDEN/TEACHING GARDEN (Food Waves received a Grant for the gardens for our program)

If the school were to close or sell the community center it would impact several programs.

**PROGRAMS THAT USE THE BUILDING**

- CPO (Clackamas County Citizens Planning Organization)
- COLTON YOUTH SPORTS
- GIRL SCOUTS
- COLTON SCHOOL FOOTBALL
- EXERCISE CLASSES
- COMMUNITY MEETINGS
- COLTON HELPING HANDS, INC. (Food Pantry)



CLACKAMAS COUNTY

Property Account Summary  
As Of 11/25/2013 Status: Active

Account No.: 01118808 Alternate Property Number: 53E04AA00700  
 Account Type: Real Property  
 TCA: 068-006  
 Situs Address: 30138 S WALL ST  
 COLTON OR 97017  
 Legal: 184 CARLSBORG TR PT LT 9

Parties:

Role	Name & Address
Owner	COLTON SCH DIST #63 30429 S GRAYS HILL RD COLTON OR 97017
Taxpayer	GOLTON SCH DIST #63 30429 S GRAYS HILL RD COLTON OR 97017

Property Values:

Value Name	2013	2012	2011
AVR Total	\$512,803	\$526,353	\$537,749
TVR Total	\$0	\$0	\$0
Real Mkt Land	\$142,513	\$142,513	\$144,889
Real Mkt Bldg	\$370,290	\$383,840	\$392,860
Real Mkt Total	\$512,803	\$526,353	\$537,749

Property Characteristics:

Tax Year	Characteristic	Value
2013	Neighborhood	12114: Colton all other
	Land Class Category	401: Tract Land Improved
	Change property ratio	9XX

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2013	Schools	1	\$512,803	AVR Total
2012	Schools	1	\$526,353	AVR Total
2011	Schools	1	\$537,749	AVR Total

(End of Report)



4444 SE Lake Road, Milwaukie, Oregon 97222

Michelle Krumm  
krumm@nclack.k12.or.us

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February 24, 2014

Chuck Robbins, Community Development Director  
Health, Housing and Human Services Department  
2051 Kaen Road #245  
Oregon City, OR 97045

Dear Mr. Robbins;

Thank you for the opportunity to apply for Community Development Block Grant funding to bring a critical addition to the Wichita Center for Family and Community: an ADA-accessible ramp at the front door to accommodate the rapidly expanding number of users of this important center.

The Wichita Center contains several important programs that serve the critical needs of families in the community served by North Clackamas Schools. The immediate surrounding community is the home for the greatest concentration of poverty in the north part of the county. At the center, as you can see from the attached documents, thousands of community members each year gather to recreate, learn, volunteer, receive counseling, and, for many, access the services that will get them through the day.

For example, at the Family Support Center, close to 4,000 individuals speaking multiple languages were served during the 2012-13 fiscal year. They received food, hygiene supplies, clothing and school supplies. Also, more than 900 homeless individuals received support, including more than 200 unaccompanied youth.

Unfortunately, access at the front of the building ranges from difficult to impossible for those in wheelchairs or pushing strollers. This is the main block to full access to the building. Once inside, there is elevator access to get to all levels.

Attached you will see a conceptual plan for placing a quality ramp at the front of the building, with immediate access to most of the parking. The ramp will also lead community members into the building and avoiding two small stairs just inside the front door.

## **PUBLIC HEARING MEETING SUMMARY**

At the Public Services Building, Hearings Room - 4<sup>th</sup> Floor, Room 409  
2051 Kaen Road, Oregon City, Oregon  
Thursday, April 10, 2014

Commissioner John Ludlow opened the hearing at 11:00 a.m. Chuck Robbins, Director of the Housing and Community Development Division introduced himself to the Board of County Commissioners and the audience. Chuck Robbins explained the purpose of the meeting was to get public comments on the community development program. He stated that the 2014 Action Plan had been posted to the Community Development website and distributed to public sites. The 2014 plan was in 30- day comment period ending on April 21st at which point the plan would come back to the Board of County Commissioners for final approval on May 1st before the plan was submitted to HUD.

Chuck stated that the 2014 Action Plan is the 3<sup>rd</sup> year of our 5-year Consolidated Plan. The Action plan is an annual application for funding from the U.S. Housing and Urban Development (HUD). The amount of CDBG, HOME and ESG funds coming to the County is based on population and the agreements that the County has with each jurisdiction.

Chuck reported that in the past year CDBG funds have been responsible for 40 sidewalk ADA ramps in Milwaukie, the construction of the Family Justice Center, the completion of the Kellogg Ave Street and Sidewalk Improvements project and the rehabilitation of 43 homes for low-income households. In the coming year these funds have been cut by only 0.04% and it is anticipated that funding will continue in the coming years.

The HOME program funds helped to secure an affordable housing complex of about 35 affordable housing units in partnership with Northwest Housing Alternatives. HOME funds should be able to secure approximately \$5 million in Low Income Housing Tax Credits for the organizations developing the low income housing in the coming year. The HOME program is funding the Sandy Family Housing project in Sandy and the Town Center Green project in Clackamas.

Chuck also listed the Emergency Solutions Grant (ESG) program funding had increased by 17% in the 2014 year. The ESG program funds emergency shelter services for homeless youth at the Inn Home, homeless families at the Annie Ross House and survivors of domestic violence at the Clackamas Women's Services.

New measure of program performance includes economic impacts of these funds. The project in 2013 preserved or created almost 200 jobs in our community.

The public hearing was opened for public comment.

# Appendix E

### Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) \_\_\_\_\_, \_\_\_\_\_ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

**APPENDIX TO CERTIFICATIONS**

**INSTRUCTIONS CONCERNING LOBBYING:**

**A. Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

May 1, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to Professional, Technical, and Consultant  
Service Contract with Resource Connections of Oregon to provide Fiscal Intermediary  
Services for Persons with Developmental Disabilities

<b>Purpose/Outcomes</b>	The contractor will serve as the fiscal intermediary for individuals with developmental disabilities, by paying payroll and associated payroll taxes for in-home support services that have been prior approved.
<b>Dollar Amount and Fiscal Impact</b>	This amendment increases the contract budget based on the increased number of clients who have opted to use the services of the contractor. The contract maximum is increased by \$300,000 to a revised total of \$1,250,000.
<b>Funding Source</b>	The contract is funded through the Intergovernmental Agreement for the financing of Community Developmental Disability Services with the Oregon Department of Human Services – Office of Developmental Disabilities Services. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	The amendment is effective upon signature and continues through June 30, 2014.
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on June 27, 2013 - agenda item 062713-A14
<b>Contact Person</b>	Brenda Durbin, Social Services Division – (503) 655-8641
<b>Contract No.</b>	6273

**BACKGROUND:**

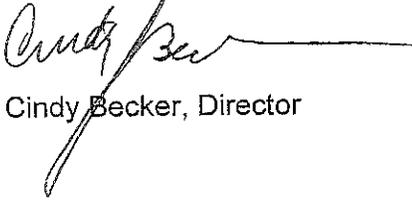
The Social Services Division of the Health, Housing, & Human Services department requests the approval of a contract amendment with Resource Connections of Oregon for fiscal intermediary services for clients with developmental disabilities. The Oregon Department of Human Services, Office of Developmental Disabilities Services (DHS – ODDS) provides funding for Comprehensive In-Home Support Services for Adults and Children, and Family Support Services for Children. The contractor will act as a fiscal intermediary for one or more individuals with Developmental Disabilities, by paying payroll, associated payroll taxes and any other fees for services that have been approved under the clients' service support plan.

Amendment No. 2 increases the contract budget based on the increased number of clients who have opted to use the services of the contractor to pay for personalized fiscal intermediary support. The contract maximum is increased by \$300,000 to a revised total of \$1,250,000. This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cindy Becker", followed by a horizontal line extending to the right.

Cindy Becker, Director

Contract Amendment  
Department of Human Services

DHS Contract Number 6273 Board Order Number 062713-A14  
And Date June 27, 2013  
Division Social Services Amendment No. 2  
Contractor Resource Connections of Oregon  
Amendment Requested By Brenda Durbin, Director

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other \_\_\_\_\_

Justification for Amendment:

The contractor serves as a fiscal intermediary for individuals with developmental disabilities, by paying payroll and any related payroll taxes for services that have been prior approved by the Developmental Disability Services Program. While the nature of the services has not changed, the scope, based on the number of clients served, has expanded. This amendment increases the contract budget based on the increased number of clients who have opted to use the services of the contractor to pay for personalized fiscal intermediary support. The contract maximum is increased by \$300,000 to a revised total of \$1,250,000.00. This contract is fully funded by the state Department of Human Services, Office of Seniors and People with Disabilities. There are no County General funds involved in this amendment or the underlying contract.

AMEND:

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 \$ 950,000.

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.

TO READ:

- 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 \$ 1,250,000.

Resource Connections of Oregon  
PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT  
Amendment # 2  
Page 2

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.

This amendment is effective when it has been executed by both parties.

All other terms and conditions of the original contract and any prior amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

RESOURCE CONNECTIONS OF OREGON

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smiff

By:   
Adam Ayers, Executive Director

Signing on Behalf of the Board:

Date 1775 32<sup>nd</sup> Place, Suite A  
3076 Beverly Street NE, Suite G-4  
Street Address  
Salem, Oregon 97305 97301  
City/State/Zip  
(503) 485-2510 / (503) 485-2515  
Phone Number / Fax  
93-1280907  
Contractor's Federal I.D. #

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

Date

May 1, 2014

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters

<b>Purpose/Outcomes</b>	To support the activities of the Volunteer Connection's SHIBA Program in providing information, counseling and assistance to seniors and other Medicare recipients on health insurance matters.
<b>Dollar Amount and Fiscal Impact</b>	Total amount of the agreement is \$16,000. The agreement is funded through the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) Program.
<b>Funding Source</b>	Funds are budgeted in the State Revenues grant stream for fiscal year 2014-2015 and the SHIBA Program to cover this agreement. There are no Matching Funds nor County General Funds involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Upon signature, and terminates on March 31, 2015.
<b>Previous Board Action</b>	The original agreement was approved by the Board of County Commissioners on May 31, 2012 - agenda item 053112-A9
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – 503-655-8641
<b>Contract No.</b>	6623

**BACKGROUND:**

The Social Services Division (CCSS) of the Health, Housing & Human Services Department request the approval of an intergovernmental agreement with the Oregon Department of Consumer and Business Services. The Volunteer Connection program of CCSS has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to their Medicare and other health insurance. The program provides education through the fraud hotline and at large group presentations. In addition, Information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events. Information presented has included preventing Medicare fraud, identity theft and do-not-call registration. These services are invaluable to our senior and disabled citizens and provide a much-needed resource for our most vulnerable populations.

This agreement was received from the state office on April 9, 2014. This agreement was reviewed and approved by County Counsel on April 15, 2014.

**RECOMMENDATION:**

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

Respectfully submitted,

  
 Cindy Becker, Director

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

This agreement is between **Clackamas County Health, Housing & Human Services Department, Social Services Division** (hereinafter referred to as Subgrantee) and the **Senior Health Insurance Benefits Assistance (SHIBA) Program of the Department of Consumer and Business Services** (hereinafter referred to as SHIBA) for the local implementation and delivery of the federal State Health Insurance Assistance Program (SHIP) grant (CFDA 93.779). The Subgrantee will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds. The Contract Administrators of this Agreement are:

SHIBA	Clackamas County Health, Housing & Human Services Department, Social Services Division, Volunteer Connection
Contract Administrator: Lisa Emerson Title: SHIBA Program Coordinator State of Oregon, Department of Consumer and Business Services, SHIBA 350 Winter Street NE, RM 330 P.O. Box 14480 Salem, OR 97309-0405 Phone: 503-947-7087 Fax: 503-947-7092 Email: lisa.emerson@state.or.us	Contract Administrator: Galina Burley Title: Human Services Manager 2051 Kaen Rd. #170 Oregon City, OR 97045 Direct: 503-655-8862 Fax: 503-650-5722 Email: gburley@co.clackamas.or.us FEIN: 93-6002286

## I. PURPOSE:

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. This federal grant from the **Administration for Community Living (ACL)** helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities.

## Objectives:

1. Subgrantee will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
2. Subgrantee will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

3. Subgrantee will increase and enhance beneficiary access to a counselor work force that is trained, certified and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
4. Subgrantee will participate in ACL education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide ACL with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

## II. TERM OF AGREEMENT

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement shall expire on March 31, 2015 unless amended, terminated early in accordance with section VI, or if funds are no longer available.

## III. STATEMENT OF WORK

The Subgrantee shall:

1. Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
  - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
  - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
  - c. Information regarding long-term care insurance.
  - d. Information regarding Medicaid programs, including Medicare Savings Programs.
  - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
  - f. Information regarding all Medicare health insurance coverage options.
  - g. Participate in the new health care marketplace as follows:

Where appropriate, SHIBA counselors may refer individuals to other appropriate programs and services including Cover Oregon, application assisters, partners, and state and federal resources.

SHIBA counselors will be trained to assist individuals who are dually eligible for Medicare and Medicaid, and be trained on changes to our state's Medicaid programs, in order to provide accurate counseling.

## SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Subgrantee shall:
  - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
  - b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
  - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
  - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIBA services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIBA services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
8. Provide private on-site or local community counseling space in order for SHIBA volunteer counselors to be able to provide confidential, personalized counseling assistance to clients. At minimum, private space will have a phone, computer and access to a printer.
9. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).

10. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
11. Recruit and screen the staff and volunteer workforce for the program. As such, the Subgrantee shall:
  - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.
  - b. At minimum, annually host one two-day New Volunteer Training with the appropriate amenities, e.g. water, coffee, tea and or juice and light snack. Contact State SHIBA Program Coordinator if supplemental funding is needed to meet this requirement. Federal funds are not to be used to pay for food or beverage unless reimbursed as meal per diem through qualifying travel status.
  - c. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
  - d. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
  - e. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
  - f. Ensure all volunteers achieve 12 recertification credits by Sept. 30 of each year.
  - g. Implement quality assurance protocols within the program.
  - h. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
  - i. Facilitate bi-monthly volunteer support meetings.
  - j. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
  - k. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
  - l. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
  - m. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
  - n. Be responsible for the actions of the volunteers
12. Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.

# SHIBA SUBGRANTEE AGREEMENT

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13. Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
14. Increase SHIBA participation in **ACL** education activities. The Subgrantee shall:
  - a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on [www.shiptalk.org](http://www.shiptalk.org).
  - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
  - c. Ensure contact information for the Subgrantee on [www.shiptalk.org](http://www.shiptalk.org) is accurate and current.
15. Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
16. The Subgrantee shall make available to SHIBA copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Subgrantee to provide these services. The Subgrantee agrees to grant the Federal Government, the Administration for Community Living (**ACL**), royalty-free, non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.
17. All SHIBA materials published by the Subgrantee shall include the acknowledgement that "This publication has been created or produced by Subgrantee (official name) with financial assistance, in whole or in part, through a grant from the Administration for Community Living, the Federal agency." The Subgrantee shall use the SHIP logo and tagline on grant related publications. The Subgrantee shall also state that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA."
18. Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
19. The Subgrantee will develop performance targets (with the assistance of State SHIBA office staff) in order to strive to meet the minimum attainment threshold (MAT) for the eight (8) National SHIP Performance Measures. The performance measure period is Oct. 1 through Sept. 30 of each year. Individual Subgrantee and statewide performance reports will be provided by the state SHIBA staff.
20. The Subgrantee shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
21. State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and **ACL** or the appropriate designee shall have ready access to all reports and records relating to this

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

Agreement, subject to the maintenance of client confidentiality required by all governing entities.

22. The Subgrantee is required to notify the State SHIBA Program Coordinator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
23. Enter the following into the SHIP Talk National Performance Report (NPR), located on the web at <https://shipnpr.shiptalk.org/Default.aspx>, by the 15th of each month and no later than the end of the month following to help the state meet ACL requirements:
  - a. Data for all Client Contacts
  - b. Data for all Public and Media Activities
24. Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state's Annual Resource Report required by ACL. A Microsoft Excel template will be provided to Subgrantee by the state SHIBA office prior to reporting due date.
25. Provide the State SHIBA Program Coordinator or Designee information regarding upcoming events on a monthly basis and no later than the 10<sup>th</sup> day of the month prior to the event.
26. Provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. A reporting form will be provided by the State SHIBA Program Coordinator. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
27. The Subgrantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
28. All records pertaining to the SHIP grant including NPR data shall be retained as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
29. Financial reports shall be required in accordance with State and Federal grant policies and procedures.

## IV. CONSIDERATION AND USE OF FUNDS:

- a. SHIBA agrees to pay the Subgrantee **\$8000** on a semi-annual reimbursement basis for providing local SHIBA counseling services for **Clackamas County** and

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

for the performing the duties and responsibilities outlined under this Agreement. **\$16,000** is the not to exceed amount under this agreement. This payment shall be the sole monetary obligation of SHIBA, and the obligation to pay is limited by the provisions of Section VII, Termination. Payment of all federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Subgrantee.

b. Subgrantee will not submit invoices for, and SHIBA will not pay any amount in excess of the maximum compensation amount set forth above. SHIBA will make interim payments to the Subgrantee following the review and approval of invoices submitted by Subgrantee.

c. The Subgrantee agrees to submit semi-annual invoices by Oct. 15 and April 15 for work completed under this Agreement not later than 30 days after expiration date of this Agreement.

d. All invoices shall be submitted to:  
SHIBA

Attn: Lisa Emerson  
350 Winter ST. NE, Rm. 330  
Salem, Oregon 97301

e. All invoices shall itemize and explain all expenses for which reimbursement is claimed.

f. Payment of all invoices is subject to the approval of SHIBA.

SHIBA certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the SHIBA's current appropriation or limitation.

g. SHIBA must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2012-CMS-CONT-SHIP and the 2014 SHIP Basic Grant Renewal Application. If SHIBA uses these funds for any purpose other than those awarded, then SHIBA may be required by to return the funds to the United States Treasury. Therefore, Subgrantee shall not use any amount of funds SHIBA pays to Subgrantee under this Agreement in a manner that could trigger the SHIBA's obligation to return the funds.

## V. TRAVEL AND OTHER EXPENSES

SHIBA shall allow for travel expense reimbursement under this agreement up to \$2,000.

## VI. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

**VII. TERMINATION**

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

**VIII. NON-PERFORMANCE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

**IX. ALTERNATIVE DISPUTE RESOLUTION**

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

**X. INSURANCE**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Subgrantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subgrantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Subgrantee on the other hand shall be determined by

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Subgrantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subgrantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subgrantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **XI. Subgrantees**

Subgrantee shall take all reasonable steps to cause its subgrantee(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of the subgrantees, officers, agents, employees ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all Claims.

## **XII. Subgrantee Insurance Requirements**

Subgrantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under agreement between Subgrantee and (the "contractor"), and ii) maintain the insurance in full force throughout the duration of the agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Subgrantee shall not authorize contractors to begin work

under the agreement until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the agreements permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the agreements as permitted by the agreements, or pursuing legal action to enforce the insurance requirements. In no event shall Subgrantee permit a contractor to work under an agreement when the Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subgrantee directly enters into an agreement.

**XIII. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

**XIV. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**

Subgrantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Subgrantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time. Unless exempt, Subgrantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Subgrantee, or to the Services or deliverables, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**a. Audits**

Subgrantee shall comply and, if applicable, cause subcontractors or subgrantees to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The SHIBA reserves the right to audit, at the SHIBA's expense, all records pertinent to this Agreement.

**b. Miscellaneous Federal Provisions**

Subgrantee shall comply and cause all subcontractors or subgrantees to comply with all federal laws, regulations, and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

1. Age Discrimination Act of 1975,
2. Civil Rights Act of 1964 (Title VI),
3. Controlled Substances; Education Amendment of 1972 (Title IX),
4. Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504),
5. USA PATRIOT Act,
6. Americans with Disabilities Act of 1990,
7. Clean Air, Clean Water, EPA Regulations,
8. Energy Efficiency,
9. Truth in Lobbying,
10. Resource Conservation and Recovery,
11. Debarment and Suspension,
12. Pro-Children Act,
13. 15 CRF Part 14 , and
14. Office of Management and Budget (OMB) Circulars A-110 and A-122
15. Trafficking in Persons
16. "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013.

## XV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

## XVI. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

## XVII. CONFIDENTIAL INFORMATION

Subgrantee shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which SHIBA determines requires security measures, including confidential information created by SHIBA, gathered for SHIBA, or stored by SHIBA for external parties.

All requirements imposed on Subgrantee under this section ~~XVII~~ shall also apply to its officers, employees, agents and subcontractors that have access to any SHIBA information computer system or other SHIBA Information Asset, and Subgrantee shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset. Subgrantee shall:

Cooperate with SHIBA in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to SHIBA within fourteen (14) calendar days of the date such information changes for any reason;

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of SHIBA. Subgrantee security measures must be documented in writing and be available for review by SHIBA upon request. SHIBA's review of the reasonableness of security measures, as well as Subgrantee's compliance with SHIBA's assigned access control or security requirements, will take into account Subgrantee's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of SHIBA's information systems and information assets;

Take necessary actions to comply with SHIBA's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by SHIBA;

Keep any SHIBA-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Subgrantee and its agents or subcontractors in accordance with security requirements or access controls assigned by SHIBA; and make available to SHIBA, upon request, all information about Subgrantee's use or application of SHIBA access-controlled computer systems or Information Assets.

Report to SHIBA any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to SHIBA Information Assets. Subgrantee shall report in the following manner.

Report to SHIBA in writing within five (5) business days of the date on which Subgrantee becomes aware of such incident; and

Provide SHIBA the results of the incident assessment findings and resolution strategies.

Subgrantee shall comply with SHIBA requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

If SHIBA determines that Subgrantee's security measures or actions required under section XVII are inadequate to address the security requirements of SHIBA, SHIBA will notify Subgrantee. SHIBA and Subgrantee may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to SHIBA cannot be agreed upon, SHIBA may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or SHIBA amending or terminating the Contract.

**SHIBA SUBGRANTEE AGREEMENT**

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SHIBA may request additional information from Subgrantee related to security measures, and may change, suspend or terminate access to or use of a SHIBA computer system or Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Wrongful use of SHIBA computer systems, wrongful use or disclosure of Information Assets by Subgrantee, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of SHIBA. SHIBA may also pursue any other legal remedies provided under the law.

**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

**XIX. SIGNATURES**

The undersigned hereby accepts the SHIP subgrant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Clackamas County Health, Housing & Human Services Department, Social Services Division

\_\_\_\_\_  
Authorized Representative/designee    Date

Department of Consumer and Business Services, SHIBA

\_\_\_\_\_  
Authorized Representative/designee    Date

May 1, 2014

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Multnomah County Dept. of County Human Services, Aging & Disability Services Division to support Clackamas County Social Services Division as the Regional Coordinator of the Oregon Money Management Program (OMMP) for the Metro Aging & Disabilities Resource Connection Consortium

<b>Purpose/Outcomes</b>	Support Social Services' Money Management Program as Regional Coordinator for Oregon Money Management expansion throughout the four (4) county region for services to seniors and people with disabilities who are at least 60 years of age and have limited incomes and assets.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$5,065. Funds will support the Oregon Money Management Program (OMMP) expansion coordination
<b>Funding Source</b>	Multnomah County. No County General Funds are involved
<b>Safety Impact</b>	None
<b>Duration</b>	April 1, 2014 through March 31, 2015
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6610

**BACKGROUND:**

The Social Services Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Multnomah County Dept. of County Human Services, Aging & Disability Services Division to support Clackamas County Social Services Division as the Regional Coordinator of the Oregon Money Management Program (OMMP) for the Metro Aging & Disabilities Resource Connection Consortium. This agreement provides the basis for a cooperative working relationship for the purpose of expanding the Oregon Money Management Program throughout the Metro Aging & Disabilities Resource Connection Consortium (Metro-ADRC), which is comprised of Clackamas, Columbia, Multnomah and Washington counties. The four county members of the Metro ADRC Consortium will work in partnership to expand OMMP in the region. This agreement reflects supportive funding from Multnomah County for the OMMP expansion.

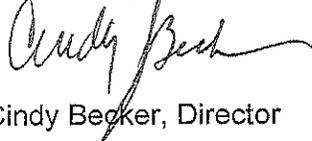
This expanded program seeks to help seniors and people with disabilities that are at least 60 years of age and have limited income and assets. The intent is to maintain the participant's peace-of-mind, extend independence, and provide protection from financial exploitation by providing Bill Payer and Representative Payee services through direct service volunteers. Currently, only Clackamas County Social Services has a fully operational Money Management program (MMP) in the region. Regional Coordination for the expansion project will be provided by Clackamas County Social Services MMP which will use its existing organizational payee structure to move the expansion forward.

Program staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. OMMP clients are referred by their case managers to receive money management services.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Cindy Becker". The signature is written in black ink and is positioned above the printed name.

Cindy Becker, Director



## CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** 4400000902 **Amendment** n/a  
is ready for your signature.

**STEP 1:** Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 – Independent Contractor (Complete section A or B if it applies)
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 - Criminal History Records Check Certificate
- ARRA EEO
- Other:

**STEP 2:** Return the following documents to the County:

- A complete copy of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: [centralcontracts@multco.us](mailto:centralcontracts@multco.us)

**OR**

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing

ATTN: Contracts

501 SE Hawthorne Blvd., Suite 400

Portland, Or 97214

**STEP 3:** No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Lynne Waite at 503-988-7543

[lynne.d.waite@multco.us](mailto:lynne.d.waite@multco.us)

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Kristie Lopresti 503-988-7485

Email: [kristie.m.lopresti@multco.us](mailto:kristie.m.lopresti@multco.us)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
MULTNOMAH COUNTY, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Multnomah County (MULTNOMAH) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of expanding the Oregon Money Management Program in ADRC Region #1, ADRC-Metro, which includes Clackamas, Washington, Multnomah and Columbia counties. The expanded program helps seniors and people with disabilities, that are at least 60 years of age and have limited income and assets, maintain peace of mind, independence, and protected from fraud and financial abuse by providing Bill-Pay and Payee services through direct service volunteers.

II. Scope of Work and Cooperation

A. MULTNOMAH agrees to:

1. Provide a staff or volunteer to be the point person for the Oregon Money Management Program (OMMP) expansion in this service area.
2. If requested by the COUNTY, as needed, provide an accessible office space with needed equipment and supplies for OMMP volunteers to work and for training of volunteers.
3. Prescreen consumer referrals and refer to COUNTY for final approval.
4. Provide information and referral to other resources for consumer referrals as needed.
5. Recruit, prescreen and direct new volunteers to the COUNTY. Strive to reach to underrepresented communities in volunteer recruitment efforts.
6. Conduct outreach to referring agencies and to potential consumers, including underserved consumer population.
7. Follow all other program coordination plan elements as outlined in the Business Agreement with Easter Seals of Oregon submitted by COUNTY included in Exhibit A and comply with OMMP expansion program contract with the State of Oregon (DHS Contract # 145025) included in Exhibit B.
8. If requested by the COUNTY, provide program updates including consumer and volunteer data to OMMP.
9. Assist with staffing costs for the COUNTY OMMP Coordinator from April 1, 2014 to March 31, 2015 to provide bridge funding during program implementation. The bridge funding agreement will terminate if 21 consumers or more for the region are served on a monthly basis prior to March 31, 2015.

B. The COUNTY agrees to:

1. Provide a 0.50FTE OMMP Coordinator to provide training, outreach, approve referrals, and other tasks associated with the OMMP expansion.
2. Provide an accessible office space with needed equipment and supplies for the OMMP. Provide space for training as needed.

INTERGOVERNMENTAL AGREEMENT

Page 2

3. Train staff in prescreening of volunteers and consumers.
4. Screen consumer referrals provided by MULTNOMAH, maintain a consumer list and coordinate appropriate consumer assignment to a volunteer.
5. Recruit, screen, train and manage volunteers to provide money management services, including conducting DHS Criminal History background checks, and providing ongoing training and oversight as needed in compliance with the Volunteer Connection policies already in place.
6. Work with the state coordinating agency to promote the program and create opportunities for volunteer recruitment and placement. Conduct other forms of outreach to promote the program to other agencies, potential volunteers and consumers. Submit all applicable reports to the STATE coordinating office.
7. Maintain all OMMP records and monitor budgets, payee services, and monthly bank statements. Resolve applicable matters with SSA including over resourced consumers, Rep Payee appointments, and service suspensions.
8. Provide volunteer liability insurance consistent with current practices of OMMP in Clackamas.
9. Follow all other program coordination plan elements as outlined in the Application submitted by COUNTY on behalf of MULTNOMAH included in Exhibit A and Exhibit B.

MULTNOMAH and COUNTY shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

III. Compensation

MULTNOMAH agrees to pay COUNTY an amount not to exceed \$5,065 to assist with staffing costs for the COUNTY OMMP Coordinator for the duration of this Contract, as outlined in Section II.A.9.

Payments shall be billed to MULTNOMAH County and are due within 30 days.

IV. Liaison Responsibility

Lynn Schemmer-Valleau will act as liaison from MULTNOMAH for this project. Galina Burley will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and MULTNOMAH agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. MULTNOMAH agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of MULTNOMAH or MULTNOMAH's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI,

INTERGOVERNMENTAL AGREEMENT

Page 3

Section 7. COUNTY agrees to indemnify, save harmless and defend MULTNOMAH, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of COUNTY or COUNTY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

- 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; 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 MULTNOMAH which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective on April 1, 2014 and is scheduled to terminate on March 31, 2015 unless funding is no longer available through the State of Oregon OMMP contract. Agreement may be extended upon written consent of both parties.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

A party's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- (A) Reducing or withholding services;

INTERGOVERNMENTAL AGREEMENT  
Page 4

- (B) Requiring the defaulting party to perform, at defaulting party's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- (C) Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

MULTNOMAH agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

**MULTNOMAH COUNTY**

Marrison D. Madrigal 3/25  
Multnomah County Chair or Designee

Date: 4/17/14

[Signature]  
Department Director or Designee

Date: 4/8/14

JENNY M. MADKOUR, COUNTY  
ATTORNEY  
FOR MULTNOMAH COUNTY

By: Approved via email by Patrick Henry 4/4/2014

Assistant County Attorney Date

**CLACKAMAS COUNTY**

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

Signing on behalf of the Board

Cindy Becker, Director  
Health, Housing & Human Services

Date

INTERGOVERNMENTAL AGREEMENT  
Page 5

**Exhibit A:**

**Business Agreement with Easter  
Seals of Oregon**

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## Oregon Money Management Program Regional Sponsor Business Agreement

This Business Agreement is between Easter Seals Oregon the State Coordinating Agency for the Oregon Money Management Program and Clackamas County Social Services, for the purpose of becoming the OMMP Regional Sponsor for Region #1 that includes Clackamas, Columbia, Multnomah and Washington Counties.

### Regional Sponsor Application and Agreements

In addition to this Business Agreement, the Regional Sponsors shall prepare and submit to Easter Seals Oregon a Regional Sponsor application.

### Objectives of the Oregon Money Management Program

The objectives of the OMMP is to deliver and expand program services to seniors and people with disabilities who are at least 60 years of age and have limited incomes and assets (Consumer). This project is intended to maintain the Consumer's peace-of-mind, extend independence, and provide protection from financial exploitation by providing Bill Payer and Representative Payee services.

### Definitions

**ADRC:** Adult and Disability Resource Center. The OMMP uses the ADRC nine region service area map to define money management regional service areas. The ADRC is also used as a tool by OMMP program staff and volunteers to help connect clients to needed services.

**Consumers:** Oregon residents at least 60 years of age with low incomes that receive OMMP services.

**DHS:** The Oregon Department of Human Services. The Aging and People with Disabilities unit of DHS provides financial support to state and regional money management program operations.

**ESO:** Easter Seals Oregon is a statewide agency providing services to seniors, veterans, and children living with disabilities throughout Oregon.

**MOU:** A Memo of Understanding is established between an RS and an SO to define the responsibilities of each party regarding OMMP operations.

**OMMP:** The Oregon Money Management Program operates under the program model developed by AARP in 1981. As of January 2014, AARP withdrew their support of the MMP and DHS began providing financial support for program sustainability and expansion.

**RS:** Regional Sponsors responsible for OMMP services in nine ADRC defined geographic areas.

**Red Flag Transactions:** Transactions that appear on consumers' monitored checking account that appears irregular or are not listed on the monthly budget/spending plan.

**SCA:** The Oregon Money Management Program State Coordinating Agency is Easter Seals Oregon.

**SO:** A Satellite Office is a nonprofit or government agency that offers program supports in order to bring OMMP services into their community. SOs enter into an MOU with a RS to define the responsibilities of each.

**Regional Coordinators Handbook:** Written document provided by the SCA for use by Regional Coordinators.

**Volunteer Handbook:** Written document provided by the SCA for use by OMMP Volunteers.

### Duties and responsibilities of the SCA

1. Responsible for coordination of the OMMP throughout the state.
2. Designate a State Program Director responsible for statewide OMMP operations.
3. Conduct outreach for statewide expansion of the OMMP by identifying qualified RS prospects, and accepting, vetting, and approving or denying RS applications.
4. Enters into Business Agreements with RS to define the responsibilities of each party.
5. Ensures that criminal background checks are conducted for all OMMP staff and volunteers.
6. Provides technical support to RSs.

7. Conduct periodic reviews of RS OMMP operations to ensure compliance with this business agreement and the Oregon Money Management Program model.
8. Ensures protection of funds of enrolled consumers resulting from mistake or misuse by program volunteers or staff.
9. Ensures effective communication with RS:
  - a. State Program Director shall be available by phone or email during regular business hours.
  - b. Phone calls and email messages shall be responded to within 24 hours or one business day.
  - c. Coordinate at least two Regional Coordinator meetings each calendar year.
10. Facilitate cooperation with local police and DHS Adult Protective Service investigations.
11. Develop and provide OMMP Volunteer training materials and Volunteer Handbook to RSs.
12. Develop and provide OMMP Coordinator training and Handbook to RSs that includes but not limited to:
  - a. Connecting with culturally and linguistically diverse (CALD) populations.
  - b. Recruiting OMMP volunteers connected to CALD populations.
  - c. Providing culturally and linguistically appropriate services.
  - d. Volunteer recruitment, training, recognition, retention and supervision.
  - e. OMMP operations, monitoring, and reporting requirements.
13. Conduct outreach to expand OMMP services to underserved populations:
  - a. Recruit RSs and SOs with ties to underserved populations.
  - b. Help RSs develop SOs.
  - c. Publicize the OMMP through media, social networks and conferences.
  - d. Support volunteer recruitment through on-line volunteer sites.
14. Maintain a State Advisory Council.
15. Establish a system for collecting and reporting:
  - a. Consumer race, ethnicity, language, age, gender, marital status, zip code and county.
  - b. Volunteer language, marital status, age, zip code and county.
  - c. Financial outcome data from Regional Sponsors for quarterly statewide reporting.
  - d. Consumer and volunteer grievances, complaints and resolutions.
  - e. Annual consumer and volunteer service satisfaction surveys.
  - f. Consumer impact and outcomes.
16. Review RS applications and select qualified applicants based on an established selection policy.
17. Review and approve RS volunteer and consumer termination policies.
18. Review, approve and process claims of consumer loss of funds.
19. Mediate and resolve elevated consumer and volunteer grievances.
20. Receive and report possible consumer or volunteer legal action or media contact to, Easter Seals Oregon CEO, and DHS.
21. Develop and implement a statewide volunteer recruitment plan.
22. Provide and revise, as needed, OMMP Volunteer and Coordinator Handbooks to RSs.
23. Provide insurance that protects client's funds from loss up to the annual income and asset limit.
24. Approve use of DHS OMMP external publications and materials developed by RS to ensure consistent messaging and branding throughout the state.

#### **Duties and responsibilities of RS**

1. Responsible for coordination of OMMP services throughout their designated ADRC region.
2. Designate a Program Coordinator as the primary contact.
3. Maintain the following minimum qualifications among agency staff:
  - a. At least two (2) years demonstrated professional experience working with seniors and people with disabilities.
  - b. At least one (1) year demonstrated professional experience working with and training Volunteers.

- c. At least two (2) years demonstrated professional experience providing guidance of training regarding personal finances.
    - d. The skills and experience to perform the activities in this agreement and the DHS contract.
  4. Maintain effective working relationship and communication with SCA:
    - a. RS shall establish and advertise regular office hours so that Consumers, Volunteers, DHS, and State Program Director know when and how to contact RS staff.
    - b. RS shall have a dedicated phone line with voicemail and an email address to be used for program communication.
    - c. RS shall provide timely response to all phone and email messages.
  5. Offer both Bill Payer and Representative Payee services.
  6. Provide OMMP services to consumers who are at least 60 years of age and meet income and asset limits established by the SCA and DHS.
  7. Cooperate with local police, SCA, and DHS Adult Protective Services investigations.
  8. Implement consumer monitoring procedures that includes but not limited to:
    - a. Monitoring must be conducted by an independent third party.
    - b. Bank statements and canceled checks for each consumer must be examined each month.
    - c. Each transaction on each bank statement must be examined and follow up conducted on "Red Flag" transactions.
    - d. Documentation must be available to confirm that all of the consumer's money was used by or for the consumer.
  9. Accept and prioritize consumer referrals from DHS and other sources as directed by the SCA.
  10. Volunteer training:
    - a. Provide volunteer training as outlined in the Oregon MMP Coordinators Handbook.
    - b. Provide at least two volunteer in-service training sessions per calendar year.
    - c. Provide volunteer training on cultural and linguistic responsiveness.
  11. Volunteer and Consumer grievance and termination policies:
    - a. Employ volunteer and consumer grievance and involuntary termination policies that have been approved by the SCA and DHS.
    - b. Terminate Volunteers and Consumers as requested by DHS or SCA.
  12. Maintain effective communications with SCA regarding status or termination of the separate contract between DHS and the business agreement with RS.
  13. RS shall keep accurate records involving program operations as requested by DHS and SCA.
  14. RS shall cooperate fully with the SCA during periodic program reviews:
    - a. RS shall provide workspace needed for a program review.
    - b. RS shall make available program files, reports, and documents requested by the State Program Director.
    - c. Program reviews shall be scheduled for dates and time that are mutually convenient for both parties.
  15. RS shall implement client and volunteer management software as directed by SCA.
  16. RS shall participate in collecting and reporting the following information to the SCA in an approved format and frequency:
    - a. Consumer age, marital status, gender, zip code, and county.
    - b. Consumer race, ethnicity and language data described.
    - c. Volunteer language, age, zip code, gender and marital status.
    - d. Outreach activities to consumers and volunteers of underserved populations.
    - e. Outreach activities for growth in designated region.
    - f. Financial outcomes of consumers after receiving MMP services for six months or more.
    - g. Consumer and volunteers grievances, complaints and resolutions.
    - h. Consumers leaving the MMP including reasons for leaving.
    - i. Number of volunteer hours donated to the OMMP.

- j. Consumer and volunteer's satisfaction with OMMP program and services.
  - k. Consumer impact and outcomes.
17. RS shall work to identify culturally and linguistically diverse (CALD) populations in their service areas and develop OMMP outreach materials in the language of the CALD communities. Regional Sponsors shall include in their regular reports to the SCA the following:
    - a. Outreach and engagement activities with CALD communities.
    - b. Increase or decrease in OMMP services provided to underserved populations.
  18. RS shall notify SCA when establishing or ending of Satellite Office agreements.
  19. Implement a volunteer recruitment plan that may include but is not limited to the following:
    - a. Recruitment of volunteers from underserved communities.
    - b. Encourage Satellite offices (if any) to recruit volunteers in their service areas.
    - c. Conduct outreach and engagement with financial institutions, community service agencies, and civic organizations.
    - d. As available, place advertisements in community newsletters, community centers, social media, and on your agency's website.
  20. Match Consumers to Volunteers based on preferences of each.
  21. Be culturally and linguistically responsive to volunteers and consumers of the MMP and be able to communicate with Volunteers and Consumers regardless of communication method or language. RS may employ some or all of the following communication services:
    - a. Telecommunications Relay Service or text messaging (free).
    - b. Google Translate <http://translate.google.com> (free).
    - c. Telephone translation service: The language line [www.language.com](http://www.language.com) (per minute fee).
    - d. Recruitment of volunteers who speak multiple languages.
  22. RS must remain free of substantiated claims of financial abuse.
  23. Employ an approved application and selection process for OMMP Volunteers that includes but is not limited to the following:
    - a. Completion of volunteer application and volunteer agreement.
    - b. At least two personal/professional reference checks.
    - c. Interview volunteer to screen for level of skill, red flags, volunteer preferences, and limitations.
    - d. Criminal background checks through the DHS Background Check Unit or other agreed upon agency.
  24. Conduct criminal background checks through the DHS Background Check Unit (or other agreed upon agency) on all employees involved in providing OMMP services and/or have access to consumer information.
  25. All consumer and volunteer paper and/or electronic files for the region shall be kept secure by the RS and available for review by the SCA.
  26. Keep consumer and volunteer contact information up-to-date and available to the SCA.
  27. Maintain an electronic or paper file for each active OMMP volunteer that includes:
    - a. Volunteer application.
    - b. Volunteer agreement approved by SCA.
    - c. Results of at least two reference checks.
    - d. Results of criminal background check.
    - e. Birthday, marital status, gender, zip code and county of residence.
    - f. Current contact information (address, phone, email).
    - g. Listing of volunteer preferences, skills, limitations, etc. (may be part of the application process).
    - h. Correspondence.
    - i. Written record of volunteer problems or changes.
  28. Maintain electronic or paper files for each active OMMP consumer that includes:
    - a. Referral/registration form.
    - b. Authorization to release information (including ESO and OMMP volunteers and staff).

- c. Bill Payer or Representative Payee Service Agreement approved by SCA.
  - d. SSA Representative Payee Application (Rep. Payee only).
  - e. Consumer assessment to determine eligibility, level of service needed and preferences (may be part of the referral/registration document).
  - f. Correspondence.
  - g. Current contact information (address, phone, email).
  - h. Name of the matched volunteer and date matched.
  - i. A statement monitoring checklist for each month.
  - j. A current (no more than 12 months old) listing of the normal and expected monthly income and expenses for the consumer signed by the consumer or consumer advocate.
  - k. Any supportive documentation needed to confirm that the consumer's funds were used for or by the consumer.
  - l. CMS statements (Rep. Payee only).
29. Consumer and Volunteer program files shall be maintained and retained as follows:
- a. All consumer and volunteer files shall be kept in an organized fashion to facilitate easy access of documents.
  - b. All consumer and volunteer electronic and paper files shall be maintained in a secure environment and protected from view and access by unauthorized individuals.
  - c. Current and prior year inactive consumer and volunteer files shall be kept on site and available for review by the SCA. Older consumer and volunteer files may be stored off-site in a secure environment and remain accessible for review for at least three years after becoming inactive.
  - d. Inactive consumer and volunteers files that have reached their maximum retention of at least three may be purged and destroyed in a manner that protects confidential information.
30. Establish and maintain a Regional Advisory Council
- a. At least 33% of council members shall consist of Consumers, Volunteers, or Consumer Advocates.
  - b. The Advisory Council shall meet at least quarterly.
  - c. Maintain minutes of council meetings that include council members that were present and were not present.
  - d. Maintain a list of active council members.
  - e. Provide list of RAC members identifying their affiliation and purpose/role on committee to SCA upon establishing RAC and updates to SCA as changes occur going forward.
31. Have in place consumer and volunteer termination policy approved by SCA and DHS
- a. Comply with request to terminate consumers and volunteers by SCA or DHS.
32. RS shall recruited one OMMP volunteer and one OMMP consumer or consumer advocate to represent your program on the State Advisory Council (may participate in meetings by teleconference service provided by SCA).
33. Provide the SCA at least one client story and one OMMP picture per year that demonstrates program success.
34. Maintain a minimum of \$1,000,000 in general commercial liability insurance that also covers volunteers. Clackamas County's self-insurance shall satisfy the requirement of this section.
35. Agree not to charge consumers enrolled in the OMMP a fee for service.
36. RS may not charge a fee for OMMP service to consumers or Satellite Offices; should RS wish to operate a secondary money management program in which a fee for service is charged, there must be a clear distinction between the two programs.
37. Agree that OMMP marketing materials and external publications are approved for use by SCA to ensure consistent messaging and branding. All OMMP outreach materials, publications and advertisements shall include DHS and Easter Seals logos and the following statement: *"Easter Seals Oregon proudly supports the Money Management Program as the State coordinating agency for Oregon"*.

38. Agree to follow program operational procedures and protocols as provided in current and revisions of the Volunteer and Coordinator Handbooks. RS may use publications and materials provided by the SCA or develop their own; publications developed by RS for external use must be approved by SCA before use.

Any changes to this business agreement shall be effective when signed by authorized representatives of both parties, or at such time(s) as agreed to by both parties. This business agreement shall remain in effect until it is terminated by either party. If either party wishes to terminate its participation under the terms of this agreement, there shall be a written advance notice of 60 days to the other party before such termination shall become effective. The terminating party shall notify all volunteers and clients affected by the termination in writing.

The parties hereby execute this Business Agreement this 27 day of 1.2014.

For: Easter Seals Oregon, OMMP State Coordinating Agency

By: Rosalie Buttner Date: 1.27.2014

Printed name: Rosalie Buttner Title: CFO

For: Clackamas County Social Services, OMMP Regional Sponsor

CLACKAMAS COUNTY  
Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board

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

1.22.14  
Date

Approved as to Content:

Brenda Durbin  
Brenda Durbin, Director  
Social Services Division

1.16.14  
Date

**Exhibit B:**

**OMMP Contract  
DHS Agreement #145025**

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Agreement Number 145025

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and,

Clackamas County  
Social Services Division  
2051 Kaen Road  
PO Box 2950  
Oregon City OR 97045  
Attn: Brenda Durbin  
Voice: 503-655-8640  
Email: [sbandes@clackamas.us](mailto:sbandes@clackamas.us)

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the DHS'

Aging and People with Disabilities  
Advocacy and Development Office  
500 Summer Street NE – E02  
Salem OR 97301  
Agreement Administrator: Bob Weir, or Delegate  
Telephone: 503-945-2321  
Email: [bob.weir@state.or.us](mailto:bob.weir@state.or.us)

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on July 31, 2014. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$58,000. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient; OR  County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. County Data and Certification.

- a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS):

Clackamas County of

Street address:

2051 Kaen Rd

City, state, zip code:

Oregon City, OR 97045

Email address:

stefanie.reid@co.clackamas.or.us

Telephone:

(503)655-8330

Facsimile: (503)655-8889

Federal Employer Identification Number:

93-6002296

Proof of Insurance:

Workers' Compensation Insurance Company:

self-insured pool

Policy #:

Expiration Date:

The above information must be provided prior to Agreement approval. County shall provide proof of insurance upon request by DHS or DHS designee.

- b. Certification. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim, or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5, County Data and Certification, is County's true, accurate and correct information;

- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at  
<https://www.sam.gov/portal/public/SAM/>; and
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

County: Clackamas County

By:

[Signature] Deputy Director 2/27/14  
Authorized Signature Title Date

State of Oregon acting by and through its Department of Human Services

By:

[Signature] Advocacy + Development 2/28/14  
Authorized Signature Title manager Date

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(a)

Assistant Attorney General

Date

**Program Office Review:**

Approved via email for signature routing

February 5, 2014

Jeannette Hulse

Date

**Office of Contracts and Procurement Review:**

[Signature]

March 3, 2014

Vincent Dunn, Contract Specialist

Date

## EXHIBIT A

### Part 1 Statement of Work

County shall provide the following services equitably in Clackamas County; Columbia County; Multnomah and Washington County.

#### 1. Definitions

For purposes of this Agreement, the terms below shall have the following meanings:

**Abuse** means any of the following; physical abuse, neglect, abandonment, verbal or emotional abuse, financial exploitation, sexual abuse, involuntary seclusion or wrongful use of physical or chemical restraint as defined in OAR 411-020-0002.

**Adult Protective Services (APS)** means a DHS program funded through the State of Oregon with the responsibility to provide protection and intervention for older adults and adults with physical disabilities who are unable to protect themselves from harm and neglect.

**Aging and Disability Resource Connection (ADRC)** means a locally-delivered set of services for Oregon families, caregivers and Consumers seeking information about long-term services and supports. Oregon is divided up into nine (9) ADRC regions. As of March 2013, there are four (4) operational ADRC service regions serving 50% of Oregon's population with plans to expand to nine (9) operational ADRC service regions by 2015.

**ADRC Region** means the geographical area where the local aging and disability service agencies partner to provide the ADRC core services of information and assistance, options counseling, care transitions, health promotions and streamlined access to public programs. There are nine (9) ADRC regions in Oregon. ADRC regions will have one Regional Sponsor.

**Bill Payer** means a Money management Program service delivered through a network of Regional Sponsors. Bill Payer is offered to seniors and people with disabilities, who are at least 60 years of age and who have limited incomes and assets. Volunteers provide one-on-one assistance to Consumers who do not have the capacity to manage their financial benefits.

**Business Agreement** means a written agreement of terms and conditions between the County and Easter Seals Oregon as the State Coordinating Agency for provision of MMP services.

**Consumer** means Oregon seniors and people with disabilities, who are at least 60 years of age with limited income and assets, receiving at least one Money Management Program service.

**Criminal History and Background check** means the process as outlined in EXHIBIT A, Part 3, Special Terms and Conditions, 4. Criminal History Checks.

**Cultural responsiveness** means the provision of the program and its services so that Consumers are not excluded from participation in services or discriminated against on the ground of race, color, or national origin.

**Department of Human Services or DHS** means the State of Oregon, Department of Human Services.

**Employee** means any paid person who provides direct service to consumers enrolled in Money Management Program or provides administrative support to contractor or Regional Sponsor.

**Key Persons** means County's Authorized Representative, Project Manager or other County personnel designated as Key Persons described in Exhibit A, Part 1. assigned to perform the Work under the resulting Agreement. DHS reserves the right to accept or deny the use of specific Key Persons and employed at any time during the project.

**Linguistic Responsiveness** means the provision of project services so that Consumers with limited English proficiency have meaningful access to project services in compliance with all federal and state laws.

**Limited income and assets** means the total financial income amount of a Consumer according to the federal Housing and Urban Development current financial guidelines.

**Money Management Program (MMP)** is a program that offers daily money management services to help seniors and people with disabilities, who are at least 60 years of age and have limited income, who have difficulty budgeting, paying routine bills, and keeping track of financial matters. For the purposes of this Agreement, Money Management Program services include Bill Payer and Representative Payee services.

**Money Management Program Model** means the training and program curriculum which includes a statewide model of:

- a. Early intervention services as an alternative to guardianships and extended independence for vulnerable seniors and people with disabilities who also have a limited income.
- b. Expanding the availability of Money Management Program services
- c. Depending upon Volunteers to provide the Money Management Program services

**Oregon Administrative Rule (OAR)** is the official compilation of rules and regulations having the force of law in the U.S. state of Oregon. OAR's are available at <http://arcweb.sos.state.or.us/pages/rules/index.html>

**Oregon Revised Statute (ORS)** is the codified body of statutory law governing the U.S. state of Oregon, as enacted by the Oregon Legislative Assembly, and occasionally, by citizen initiative. The statutes are subordinate to the Oregon Constitution. Oregon Revised Statutes are available at <http://landru.leg.state.or.us/ors/>

**Regional Advisory Council** means the advisory body overseeing and providing guidance and support to the Regional Sponsor administering the Money Management Program. The Regional Advisory Council will meet on a quarterly basis and will be made up of at least 33% Consumers, Volunteers or Consumer advocates of the Money Management Program including members from the underserved populations within the subject county's Clackamas, Columbia, Multnomah and Washington or local service area. Additional Local Advisory Council members may include, but are not limited to:

- a. Regional Sponsor
- b. Agencies that directly and indirectly involve the Consumers
- c. Area Agency on Aging
- d. Social Security Administration
- e. Representatives from a local bank

**Regional Sponsor** means the office within an ADRC Region that administers and coordinates MMP services throughout the ADRC region. Regional Sponsors must have a Business Agreement with State Coordinating Agency and a contract with DHS. Regional Sponsors will also support satellite offices within their ADRC Region if a satellite office exists.

**Representative Payee Service** means a Money Management Program service delivered through a network of Regional Sponsors by Volunteers. Representative Payee Service is offered to seniors and people with disabilities who are at least 60 years of age and who have limited incomes. Volunteers provide one-on-one assistance to Consumers who do not have the capacity to manage their Federal benefits.

**Satellite office** means a community service agency that has a written agreement with the Regional Sponsor within the ADRC Region to provide MMP services in their community.

**State** means the State of Oregon.

**State Advisory Council** means an advisory body which oversees the operations and objectives of the State Coordinating Agency. The State Advisory Council shall meet on a quarterly basis and shall be made up of at least 33% Consumers, Volunteers or Consumer advocates of the Money Management Program, members from underserved populations. Additional State Advisory Council members may include, but not limited to:

- a. Regional Sponsor
- b. Agencies that directly and indirectly involve the Consumers
- c. Area Agency on Aging

- d. Social Security Administration
- e. Representatives from a bank

**Seniors and people with disabilities** means people who are at least 60 years of age, and who may have physical or mental disabilities and who are potentially eligible for Medicaid benefits without the intervention of Money Management Program services.

**State Coordinating Agency** means the agency that receives support and operational oversight for Bill Payer and Representative Payee Programs from the Department of Human Services.

**Underserved population** means groups identified by race, ethnicity and language that are receiving services at less than their proportional rate in their local county's population.

**Volunteer** means the person who provides direct service to consumers enrolled in Money Management Program services or provides administrative support to contractor or Regional Sponsor without financial reimbursement. Money Management Program Volunteers enter into agreements with Regional Sponsors.

**Work** means the required services, activities, tasks, deliverables, reporting and invoicing requirements, as described in Section 4 County Services and Activities.

## **2.0 Standards**

Pursuant to ORS 279B.060 (2)(c) County shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services to DHS satisfaction.

## **3.0 Money Management Program (MMP) Overview**

The MMP assists seniors and people with disabilities, who are at least 60 years of age and who have limited income and assets (Consumers) maintain peace of mind, independence, and financial protection. The MMP focuses on seniors and people with disabilities who are at risk of losing their independence due to inability to manage their finances. The MMP depends on the use of Volunteers who are trained, supervised, monitored, and partially insured to provide assistance with money management for Consumers who are unable to manage their own funds. MMP Volunteers help Consumers organize and keep track of financial papers, establish budgets, write checks, balance checkbooks, and serve as representative payees, if needed. MMP services allow Consumers to retain significant independence while preventing financial mishaps from occurring, such as being evicted for nonpayment of rent or not having enough money, by month's end, to pay for food and other necessities. Volunteers also provide a secondary and valuable service because many Consumers live alone. This secondary service includes companionship and socialization.

This project is intended to expand the MMP program within existing and new ADRC Regions throughout the State of Oregon to Consumers who are 60+ years of age, may or may not have a disability and with limited income and assets. There are no fees to consumers to participate in the MMP who meet the eligibility requirements in their respective ADRC Region and Regional Sponsors may not charge fees to stakeholders, partners or any entity or organization acting as a satellite office to deliver services in a local community.

This project is intended to be a new iteration of MMP in respective ADRC Region's and is not intended to replace, displace or duplicate program services being offered by other existing or competing programs. Consumers served under this iteration of the MMP will be new to the MMP and volunteers will be recruited and trained utilizing the new OMMP materials so they meet the requirements of this project.

#### 4.0 County Services and Activities

County shall perform the following activities:

- 4.1 Receive Consumer referrals from DHS, Easter Seals Oregon, and other sources
- 4.2 Prioritize Consumer referrals
- 4.3 Provide initial and on-going training to Volunteers including, but not limited to, training on the provision of linguistically and culturally responsive services in collaboration with Easter Seals Oregon
- 4.4 Provide Money Management Program services to Consumers
- 4.5 Maintain a written list of all Volunteers who provide Money Management Program services and Consumers who receive services
- 4.6 Establish and maintain a local Advisory Council composed of at least 33% Consumers, Volunteers or Consumer Advocates of the Money Management Program and representatives of underserved populations
- 4.7 Terminate services to a Consumer as required or as requested by DHS
- 4.8 Terminate services provided by a Volunteer as required or as requested by DHS
- 4.9 Communicate with Consumers and Volunteers regardless of communication method or language
- 4.10 Prepare and submit written quarterly and annual reports to Easter Seals Oregon
- 4.11 Prepare and submit written monthly invoices for services provided in the subject month. County's invoice will reflect consumer and volunteer activity for the entire Region it serves including Clackamas, Columbia, Multnomah and Washington counties. County's initial report must reflect new consumers. Subsequent reports must reflect new Consumers since the previous invoice, ongoing Consumer activity, and terminated Consumer activity. County's invoice must include the number of consumers served and the number of volunteers providing services during the month of the invoice. County's initial report must reflect the number of new volunteers. Subsequent reports

must reflect new Volunteers since the previous invoice, the number of ongoing Volunteers, and the number of Volunteers terminated.

**5.0 Deliverables**

1. Written monthly invoices containing information in 4.11 above for services provided in the subject month.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions.

County shall prepare and submit invoices to DHS' Agreement Administrator at the address specified on page 1, or to any other address as DHS may indicate in writing to County. County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

##### A. Base Rate

DHS will pay County at the base rate of \$3,000.00 per month for each month beginning with the execution of this Agreement. DHS will prorate base rate payments for less than a full month at the rate of \$98.63 per day. DHS will pay County the base rate for up to six (6) months without Regional Sponsor providing services to any Consumers. County may begin providing services to consumers upon execution of this Agreement. The first six (6) months of the Agreement period are intended to allow sufficient time for the County to plan and fully implement a Regional MMP. At least one (1) Consumer must be enrolled and receiving MMP services beginning six (6) months after execution of this Agreement in order to continue to receive the monthly base amount.

County may solicit and receive bridge funding from Columbia, Multnomah and Washington counties up to a maximum of \$1,000.00 per month if County fails to serve 21 consumers per month. Bridge funding is intended to supplement a shortage of consumer incentive payments received by County for expansion costs of the OMMP to Columbia, Multnomah and Washington counties. County shall cease to solicit and receive bridge funding from Columbia, Multnomah and Washington counties once 21 consumers per month are served.

##### B. Consumer Service Incentive Payments

DHS will pay County a monthly Consumer service incentive payment calculated, as described below, on the number of new Consumers receiving MMP services each month. The monthly incentive payment is calculated based upon how many Consumers receive MMP services in a subject month. "New consumers" are defined as consumers enrolled on or after execution date of this Agreement. DHS will not pay County an incentive payment amount in excess of \$12,000.00. If County exceeds the maximum \$12,000.00 available for incentive payments DHS may, at its sole discretion, negotiate additional incentive payments through an amendment to this Agreement.

DHS will pay County Consumer service incentive payments calculated, as described below, not to exceed \$3,000.00 per month and not to exceed the maximum not-to-exceed amount of this Agreement. DHS will pay County upon receipt, review and approval of County's written monthly invoice. Incentive payments are calculated as follows:

- a. 1 - 20 consumers served = \$500.00
- b. 21 - 40 consumers served = \$1,000.00

- c. 41 - 60 consumers served = \$1,500.00
- d. 60 - 80 consumers served = \$2,000.00
- e. 81 - 100 consumers served = \$2,500.00
- f. 101 - 120 consumers served = \$3,000.00

**C. Volunteer Service Incentive Payments**

DHS will pay County a one-time Volunteer Service Incentive Payment not to exceed \$10,000.00. Volunteer service incentive payments are calculated on the number of Volunteers that provide MMP services during the term of the Agreement. DHS will pay County a Volunteer service incentive payment of \$2,000.00 for every 10 Volunteers that have been trained and who provide MMP services up to 100 Volunteers. County may meet and be paid for more than one Volunteer level as described below.

DHS will pay County a single Volunteer service incentive payment upon receipt, review and approval of County's written invoice for the total number of volunteers as follows:

	<u>Number of Volunteers</u>	<u>Incentive</u>
a.	Volunteer level 1: Up to 10 volunteers	\$2000.00
b.	Volunteer level 2: 20 volunteers	\$2000.00
c.	Volunteer level 3: 30 volunteers	\$2000.00
d.	Volunteer level 4: 40 volunteers	\$2000.00
e.	Volunteer level 5: 50 or more volunteers	\$2000.00
	<b>Total potential incentive</b>	<b>\$10,000.00</b>

DHS may, at DHS's sole discretion, amend this Agreement for an additional one year period beginning August 1, 2014 and ending July 31, 2015. DHS will review the base and incentive payments to County during the initial Agreement term. County and DHS will negotiate the schedule of base and incentive payments for any additional time period the parties may negotiate. Negotiations concerning the schedule of incentive payments must be completed no later than May 20, 2014.

**2. Travel and Other Expenses.**

DHS shall not reimburse County separately for any travel or additional expenses under this Agreement.

## EXHIBIT A

### Part 3 Special Terms and Conditions

1. **Confidentiality of Client Information.**
  - a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.
2. **Amendments.**
  - a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
    - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
    - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
  - b. DHS further reserves the right to amend the Statement of Work based on the original scope of work of RFP # 3554 for the following:
    - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
    - (2) Implement additional phases of the Work; or
    - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

**3. County Requirements to Report Abuse of Certain Classes of Persons.**

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Elderly Persons (ORS 124.055 through 124.065);
  - (2) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (3) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person's age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks.**

The following working under this Agreement are subject to a background check through the DHS Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:

1. All employees of the County providing care or having access to clients, client information, or client funds, referred by DHS.
2. All volunteers of the County providing care or having access to clients, client information, or client funds, referred by DHS.
3. All subcontractors of the County providing care or having access to clients, client information or clients funds, referred to by DHS.

Background checks need to be completed annually or if there is a reason to believe a new check is needed per OAR 407-007-0220(4)(g), whichever occurs first. Employees of County currently working with this program do not need to be re-checked until their annual check date.

Employees that move into working with OMMP clients and volunteers that are new to the program do need the background check requirements.

Employees, volunteers and subcontractors of County providing care or having access to clients are able to complete training but are not allowed to begin work with clients, or have access to client funds or confidential information until their background check has cleared.

5. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
  - a. All communications and marketing materials, including social media and web content, produced by the Agency for the MMP under this contract, must be preapproved by the DHS Communications Office, the DHS Agreement Administrator, and OMMP prior to release.
  - b. Any work as specified in a. above shall be done in accordance with the DHS Publication and Graphic Design Policy Number DHS-130-001 [http://www.dhs.state.or.us/policy/admin/wpdt/130\\_001.htm](http://www.dhs.state.or.us/policy/admin/wpdt/130_001.htm)
6. **Nondiscrimination.** County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy,

insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized Clause.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Compliance with Law.** Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.

**8. Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

**11. Termination.**

- a. **County Termination.** County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 days advance written notice to DHS;
  - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
  - (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. DHS Termination.** DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
12. **Effect of Termination**
- a. **Entire Agreement.**
    - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR

407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**DHS:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**COUNTY:** (see page one)

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

29. **Construction.** *[Reserved]*

30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

32. **Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11, Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## EXHIBIT C

### Subcontractor Insurance Requirements

**General Requirements.** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by DHS  Not required by DHS.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by DHS:

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

3. **Commercial General Liability.**

Required by DHS  Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be

written on an occurrence form basis, with not less than the following amounts as determined by DHS:

**Bodily Injury/Death:**

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

**AND**

**Property Damage:**

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

**4. Automobile Liability.**

- Required by DHS  Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the DHS:

**Bodily Injury/Death:**

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

**AND**

**Property Damage:**

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period

reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, County shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 et. seq., or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices may be obtained by contacting DHS or by looking up form number 2090 on the DHS web site at <https://apps.state.or.us/cfl/FORMS/>.

- b. Data Transactions Systems. If County intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
  - c. Consultation and Testing. If County reasonably believes that the County's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the DHS Information Security Office. County or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
  - d. Business Associate Requirements. County and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits**.
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension**. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace**. County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a

controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
  - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
  - d. County shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.



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**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD · OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of a Contract with Jeff Kersey, Inc. for  
Henrici Rd Stormwater Improvement Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of the Henrici Stormwater Improvement Project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$ 293,756.30.
<b>Funding Source</b>	89.73% FHWA Emergency Response Funds \$ 263,587.53 10.27% County Road Funds \$ 30,168.77
<b>Safety Impact</b>	Road reconstruction will provide improved safety for the properties affected by the slide and restore the stability of the road that was damaged in 2009 during the winter storm. This project will remedy the stormwater issues that contributed to the road damage.
<b>Duration</b>	Contract signing through 12/01/14
<b>Previous Board Action</b>	12/10/09: BCC Approval of IGA 26210 for Emergency Relief Program Project Funding 05/6/10: BCC Approval of Amendment No. 1 to IGA 26210 03/24/11: BCC Approval of Amendment No. 2 to IGA 26210 07/20/11: BCC Approval of Contract with OTAK, Inc. for Design of Henrici Stormwater Improvement Project 08/11/11: BCC Approval of Amendment No. 3 to IGA 26210 03/20/14: BCC Approval of Amendment No. 4 to IGA 26210
<b>Contact Person</b>	Kerri Whitlow, Project Manager – DTD Engineering 503-742-4680

**BACKGROUND:**

Clackamas County is preparing to construct stormwater improvements on Henrici Road at Athens Drive following a slide that occurred below the road after a significant storm event in the winter of 2009. The project is 89.73% funded by the Federal Highway Administration (FHWA) through 2009 Emergency Response funds, specifically obtained to provide a permanent solution to the poor conveyance of stormwater. County Road Fund match is 10.27% of the total project cost.

On February 26, 2014, staff advertised the Henrici Rd Stormwater Improvement Project for competitive bids. The County received eleven bids. The lowest responsive and responsible bidder was Jeff Kersey Construction, Inc. with a bid of \$293,756.30. The project is expected to begin at contract signing and be substantially completed by June 30, 2014. The contract will be complete December 1, 2014 which allows for seed establishment.

The contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approves and signs the contract with Jeff Kersey Construction, Inc. for the Henrici Rd Stormwater Improvement Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

Placed on the May 1<sup>st</sup>, 2014 agenda by the Purchasing Division.

For information on this issue or copies of attachments  
please contact Kerri Whitlow at (503) 742-4680



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

May 1, 2014

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 1, 2014 this contract with Jeff Kersey Construction Inc for the **Henrici Rd Stormwater Improvement Project** for the Clackamas County DTD Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-six bid packets were sent out and eleven bids were received: Jeff Kersey Construction - \$293,756.30; CG Contractors - \$305,929.00; Jim Smith Excavating - \$323,478.00; 3 Kings Environmental - \$326,767.65; Pacific Excavation - \$327,337.00; Kerr Contractors Oregon - \$336,124.00; Oregon Underground - \$353,225.90; Eagle-Elsner - \$359,506.60; Elting Northwest - \$413,387.25; Dirt & Aggregate Interchange - \$427,777.00; and K & R Plumbing Construction - \$441,935.75. After review of all bids, Jeff Kersey Construction Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$293,756.30. All work is to be completed by June 30, 2014 with a contract completion date of December 1, 2014 to allow for seed establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02106-481200-22185 for fiscal years 2013/2014 and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff

Approval of Previous Business Meeting Minutes:

April 10, 2014

(minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

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

**Thursday, April 10, 2014 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **II. CITIZEN COMMUNICATION**

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

1. Karen Bowerman, Lake Oswego – spoke regarding mishandling of tax payer dollars.  
~Board Discussion~
2. Steve Bates, Boring – spoke regarding Dull Scotland and Boring Oregon and business licenses are not needed in Clackamas County.
3. Les Poole, Gladstone – spoke regarding misc. items.
4. Jastin Gombos, West Linn – thanked the Board for attending the Stand-up event on Saturday.  
~Board Discussion~
5. Maryanna Moore, Gladstone – spoke regarding the Gladstone Library.
6. Mack Woods, Canby – spoke regarding Veterans.
7. Cyndi Lewis Wolfrum – Clackamas CPO – Molalla Hamlet.  
~Board Discussion~

*Commissioner Savas was excused to attend another meeting.*

### **III. PUBLIC HEARINGS**

1. Public Hearing on the Proposed Housing and Community Development 2014 Action Plan

Chuck Robbins, Director of Community Development presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Monica Lodolini, Gladstone – Representing Madonna's Center spoke in support of housing for teen parents.
2. Patricia Aguilera, Milwaukie – Representing Madonna's Center, spoke regarding homelessness.
3. Valerie Aschbacher, Milwaukie – Representing Teen Parents thru the Madonna Center – spoke regarding homelessness.
4. Martha McClarin, Milwaukie – NW Housing Alternatives – supports the plan.
5. Larry Alexander, Boring – Representing Boring Water District – spoke in support.
6. Doug Dickston, West Linn – Representing WL Adult Community Center – spoke in support.

Chair Ludlow closed the public hearing and announced there is on Board Action on this item today, it will come back for Board Adoption at the May, 1, 2014 Business Meeting.

2. Resolution No. **2014-22** Approval of a Clackamas County Supplemental Budget (greater than 10%) and Budget Reductions for Fiscal Year 2013-2014

Diane Padilla, Budget Manager presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the Resolution Approval of a Clackamas County Supplemental Budget (greater than 10%) and Budget Reductions for Fiscal Year 2013-2014.

Commissioner Schrader: Second

Clerk calls the poll:

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye - the motion passes 4-0.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**V. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

*~Board Discussion~*

**MOTION:**

Commissioner Bernard: I move we approve the Consent Agenda.

Commissioner Schrader: Second

Clerk calls the poll:

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye - the motion passes 4-0.

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with Multnomah County Department of Human Services, Aging and Disability Services Division for Options Counseling and Gatekeeper Services – *Social Services*
2. Approval of Amendment No. 1 to an Intergovernmental Agreement with Oregon Health Authority for the Adult Mental Health Initiative - *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of a Joint Property Investment Agreement by and between Clackamas County and Clackamas County Development Agency for Property Located at SE Capps Road and Se 114<sup>th</sup>

**C. Finance Department**

1. Resolution No. **2014-23** Approval of a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2013-2014

2. Resolution No. **2014-24** Approval for Budgeting of New Specific Purpose Revenue for Fiscal Year 2013-2014
3. Resolution No. **2014-25** Approval of a Transfer of Appropriations for Fiscal Year 2013-2014
4. Resolution No. **2014-26** Approval for the Submission of the County Assessment Function Funding Assistant (CAFFA) Grant Application for Fiscal Year 2014-2015

**D. Elected Officials**

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

**VI. LIBRARY DISTRICT OF CLACKAMAS COUNTY**

1. Resolution No. **2014-27** Approval of a Supplemental Budget (less than 10%) for the Library Service District of Clackamas County for Fiscal Year 2013 2014

**VII. DEVELOPMENT AGENCY**

1. Approval of a Joint Property Investment Agreement by and between Clackamas County and Clackamas County Development Agency for Property Located at SE Capps Road and Se 114<sup>th</sup>

*Commissioner Bernard is excused to attend another meeting.*

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 12:01 PM**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)