



AGENDA

Thursday, September 18, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-86

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectable Accounts for the First Quarter of Fiscal Year 2014-2015

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

1. Presentation Recognizing the Winners of the Safe Communities Safe Driving Media Contest (Patty McMillan, Safe Communities)

III. 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.)*

IV. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

Administration

1. Resolution No. _____ Adopting Performance Clackamas, the Clackamas County Strategic Plan (Dan Chandler, Strategic Policy Administrator)

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

A. Health, Housing & Human Services

1. Board Order No. _____ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – Behavioral Health
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Supported Employment and Crisis Respite Services – Behavioral Health

- 6 3. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon, Department of Human Services, Office of Child Welfare Programs for Alcohol and Drug Screenings and Case Management Services – *Behavioral Health*
- 7 4. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Behavioral Health*
- 8 5. Approval of an Intra-Agency Agreement with Clackamas County Health Centers, Behavioral Health Clinic for Supported Employment Services – *Behavioral Health*
- 9 6. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Education Youth Development Division- *Children, Youth & Families*

B. Department of Transportation & Development

- 10 1. Board Order for the Abandonment of the Legalization Process for a Portion of Megan Avenue, County Road Number 2581 (DTD No. 63002)
- 11 2. Approval of Intergovernmental Agreement No. 30296 with Oregon Department of Transportation for the Right-of-Way Services for the East Barlow Trail Road at Milepost 6 Project

C. Emergency Management

- 12 1. Approval of a Cooperative Agreement with Skyview Acres Water Company for the Use of the Clackamas County Emergency Notification System

D. 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.

September 18, 2014

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
First Quarter of Fiscal Year 2015

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2015.
Dollar Amount and Fiscal Impact	\$20,314.11 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(July 1, 2014 – September 30, 2014)
Previous Board Action	First, second, third, and fourth quarter collection losses for FY2014 were approved by the Housing Authority Board of Commissioners.
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2015 (July 1, 2014 – September 30, 2014). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the first quarter of fiscal year 2015 will be \$10,218.72 for Low Rent Public Housing, \$8,858.73 for Local Project Fund, \$400.00 for Clackamas Apartments, and \$836.66 for Jannsen Road Apts. Of the total first quarter write offs, \$15,344.96 was for uncollected rents and \$4,969.15 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

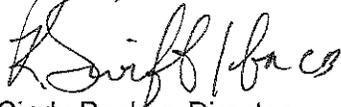
As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first quarter of fiscal year 2015 will be \$20,314.11. Total collection losses for fiscal year 2014 were \$67,685.59.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker" with a stylized flourish at the end.

Cindy Becker, Director

LRPH

Collection Loss for the period of

7/1/2014

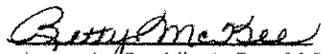
to

9/30/2014

First Quarter of Fiscal Year 2015

Unit #	SS #	Name	Rent	Sundry	Total
1006-3	xxx-xx-6302	Billie Woolstenhulme	404.23	613.73	\$ 1,017.96
1030-5	xxx-xx-5295	Urlet Hill	3,391.00 <i>RR</i>	568.62	\$ 3,959.62
3057-1	xxx-xx-7600	Estate of Aureliya Gabor	124.32	161.75	\$ 286.07
8004-3	xxx-xx-3895	Susan Mathews	316.78	1,714.29	\$ 2,031.07
8004-3	xxx-xx-3895	Susan Mathews	2,924.00 <i>RR</i>	-	\$ 2,924.00

			\$ -
Total Write-off	7,160.33	3,058.39	10,218.72


Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Chuck Robbins



2 COPY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

September 18, 2014

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Presentation Recognizing the Winners of the
Safe Communities Safe Driving Media Contest**

Purpose/Outcomes	Recognizing the winners of the Poster and Coasters – Safe Driving Media Contest sponsored by Clackamas Safe Communities
Dollar Amount and Fiscal Impact	NA
Safety Impact	The Clackamas Safe Communities mission is to reduce fatal and serious injury crashes. Media created in the contest will be used to educate citizens on the importance of safe driving behaviors.
Duration	NA
Previous Board Action	NA
Contact Person	Patty McMillan, Safe Communities Program Coordinator (503) 742-4661

BACKGROUND:

Vehicle crashes involving young drivers are overrepresented nationally and in Clackamas County. The Clackamas County Transportation Safety Action Plan identifies young drivers (ages 15-25) as a top contributing factor of crashes in the county along with aggressive driving and road departure crashes.

Clackamas Safe Communities staff work with youth to reduce their risk by conducting in-school presentations, supporting programs such as “Celebrate My Drive” and periodically sponsoring contests such as the 2014 “Posters and Coasters – Safe Driving Media Contest.”

This year, ninety-eight entries from six different schools were submitted with messages covering issues such as distracted driving, seat belt use, driver education and texting. The winning artists have been recognized in several news publications and their work is currently on display at Clackamas Town Center, on two billboards and as street banners.

The contest was supported by Clackamas Town Center who provided gift certificates for the winners and space to display their work, Total Outdoor who provided billboard space and State Farm Insurance who generously donated \$11,000 for media outreach.

The winners include Melody Xu (Lake Oswego High School), Karlee Edwards (Sandy High School) and Ellen Scharff (Rex Putman High School).

RECOMMENDATION:

Staff requests that the Board recognize the contest winners and extend thanks to Clackamas Town Center, Total Outdoor and State Farm Insurance for their support.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Safe Communities Posters and Coasters Safe Driving Media Contest



RECOGNITION OF WINNERS:

**MELODY XU
LAKE OSWEGO HIGH SCHOOL**

**KARLEE EDWARDS
SANDY HIGH SCHOOL**

**ELLEN SCHARFF
REX PUTNAM HIGH SCHOOL**

Presenters – Safe Communities Staff



Program Director

**Joseph F. Marek, PE,
PTOE**

Program Coordinator

Patty McMillan

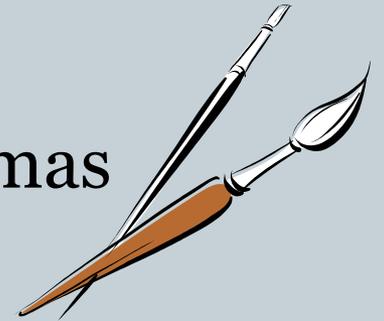
About the Contest



GOAL: Inspire students to create safe driving media to outreach into communities.

Details:

- Open to all high school students in Clackamas County from February – April 2014.
- Encouraged students to create messages that were uplifting and positive.
- Staff worked with several art and health instructors who made the contest a project for their students.



Sponsorship



- State Farm Insurance. \$11,000 in grants to reproduce and distribute the media.
- Clackamas Town Center. \$300, \$200 and \$100 gift certificates for first, second and third place winners.
- Total Outdoor for billboard space and mounting costs.

The Results!

- Ninety-eight entries from six schools.
- Three top place and seven “Honorable Mentions” were awarded.



Participating Schools:

- Lake Oswego HS
- Sandy HS
- Rex Putnam HS
- Molalla HS
- Oregon City HS
- New Urban HS



GRAND PRIZE – MELODY XU
Lake Oswego High School
“Keep Your Eyes on the Road”

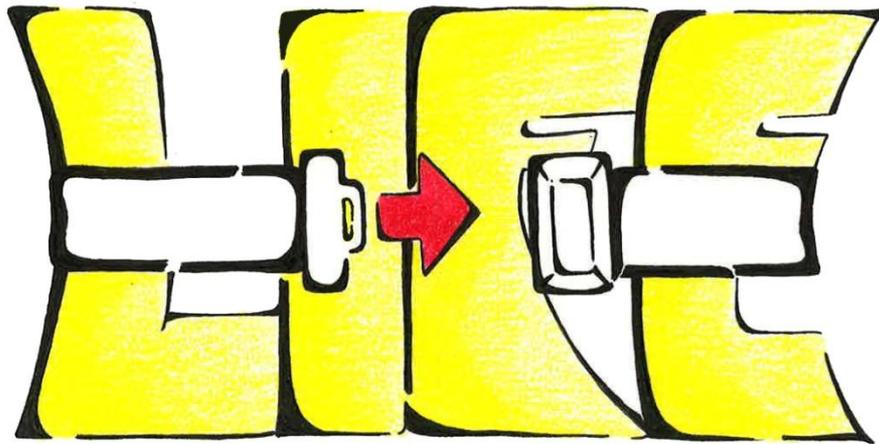


SECOND PLACE – KARLEE EDWARDS

Sandy High School

“Life is a Gift – Wrap it in Safety”

LIFE IS A GIFT



WRAP IT IN SAFETY



THIRD PLACE – ELLEN SCHARFF

Rex Putnam High School

“With Great Power”

WITH GREAT POWER,
COMES GREAT RESPONSIBILITY



DRIVE SAFE



Outreach

- The contest was covered in:
 - Lake Oswego Review
 - Sandy Gazette
 - Oregon.live
 - Citizen News



- Staff worked with graphic designers to have the media reworked so it could be used in a variety of formats including:



Billboard #1 – Umatilla/99E



Performance Report

Advertiser: Clackamas

Performance Photographs: Closeup and Approach

Total Outdoor – Portland

Panel #: OR0014 • Highway 224 NL 180' E/O US Hwy 99 E F/S

Install Date: 08/04/11



Billboard #2 – Hwy 26/Haley Road



Performance Report

Total Outdoor – Portland

Advertiser: Clackamas

Panel #: OR0006B • US Hwy 26 NL 650' W/O SE Haley Rd, FW

Performance Photographs: Closeup and Approach

Install Date: 07/30/2014



Clackamas Town Center



Street Banner and other Posters



This message was created by a local student as part of the Posters & Coasters Contest, encouraging people of all ages to drive safely. Let's stop crashes in Clackamas County!

Street Banner Over Boones Ferry Road and Poster at Clackamas Town Center



STAY SAFE

ClackamasSafeCommunities.org

Next Steps

Partner with schools, businesses and community members to keep these inspired messages in the public view.

Formats:

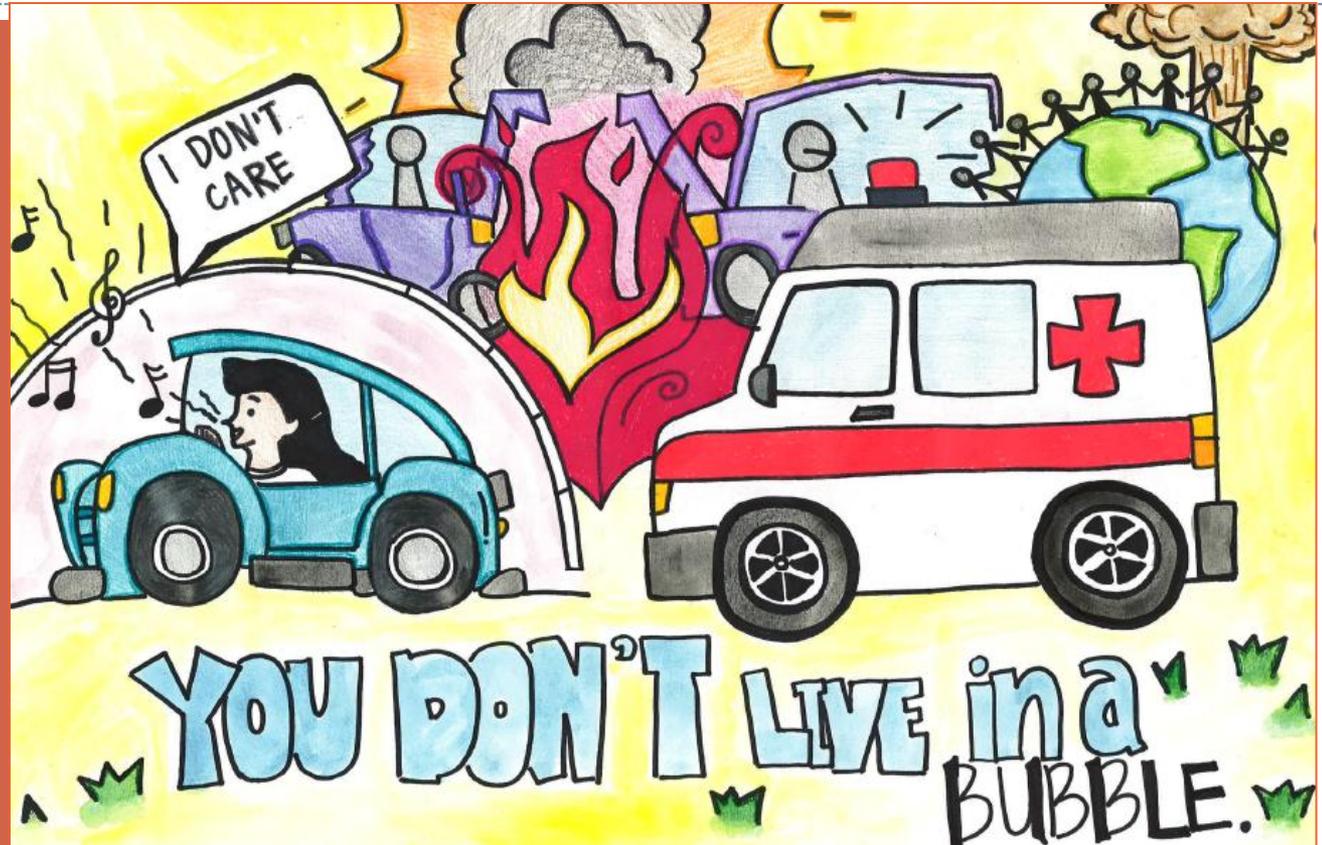
Posters

Coasters

Window Clings

T-Shirts

Etc.



Hana Young – Honorable Mention

Lake Oswego High School

“You Don’t Live in a Bubble”

If you are interested:



Contact Safe Communities Staff:

Joseph F. Marek, PE, PTOE, Program Director

joem@clackamas.us

503-742-4705

Patty McMillan, Program Coordinator

Pmcmillan@clackamas.us

503-742-4661

Thanks and Stay Safe

Safe Communities Would Like to Thank

- The students, their parents and instructors!
- State Farm Insurance
- General Growth Properties/Clackamas Town Center
- Total Outdoor
- Oregon Department of Transportation – Traffic Safety Division



CLACKAMAS
TOWN CENTER





3

September 18, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting Performance Clackamas,
the Clackamas County Strategic Plan**

Purpose/Outcomes	Adoption of Strategic Plan
Dollar Amount and Fiscal Impact	No direct impacts from this action. FY 14/15 implementation costs were previously approved in the budget process.
Funding Source	General Fund
Safety Impact	N/A
Duration	Ongoing.
Previous Board Action	Tentative approval at retreat on April 1, 2014. Approval of budget item in 14/15 budget. Goal adjustments at previous administrator policy sessions.
Contact Person	Dan Chandler, Strategic Policy Administrator 503-742-5394

Performance Clackamas is a new strategic plan and management system for Clackamas County. Beginning with the Board of County Commissioners (BCC), Clackamas County is working to provide a roadmap of what the County aspires to achieve over the next five years.

In developing the plan, the County conducted a citizen outreach program through surveys, public meetings and emails in order to determine what our citizens believed were the most important issues facing Clackamas County over the next two to five years.

This planning process uses a model called Managing for Results. MFR encourages elected officials, administrators and all employees of a jurisdiction to focus on achieving positive results for the jurisdiction's customers. The County's performance-based plan includes specific measurable outcomes across five strategic priorities:

- Build trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources

To implement these Strategic Priorities, the Strategic Plan adopted 28 measurable strategic goals to be accomplished over the next several years. Those goals will be periodically reviewed and updated and, if needed, adjusted.

Over the next several years, all county departments under the purview of the Board of County Commissioners (i.e. those departments not managed by independently elected officials) will complete their own customer focused, outcomes based Strategic Business plans. Departments managed by independently elected officials may also prepare plans using the MFR model.

There are five basic components of the MFR process:

1. Identify the priorities the jurisdiction is trying to address on behalf of its customers;
2. Develop an overall plan for addressing those priorities;
3. Develop policies, programs, activities and services that align to those priority areas;
4. Organize and implement budgeting, accounting and management systems to support the strategies, goals and objectives specified in the plan, and
5. Develop and track costs and performance data to allow the jurisdiction and its customers to gauge the organization's progress toward reaching its goals and objectives.

Each goal is related to topics that the County can influence, even if the County cannot control the outcome. The goals help the BCC and employees focus their efforts on issues and initiatives considered vital to the future of the County. For example, the job creation goal is influenced by a number of factors, many of which are beyond the control of the County. But the County can influence job creation through land use planning, business recruitment and providing an environment in which businesses can expand.

Four County departments are already scheduled to complete their Strategic Business Plans this year:

- Transportation and Development
- Finance
- Assessment and Taxation
- Business and Community Services

After September 18, 2014, citizens may obtain more information on the program at www.performanceclackamas.com

Respectfully submitted:



Dan Chandler, Strategic Policy Administrator

Attachments:
Draft Resolution
Performance Clackamas, the Clackamas County Strategic Plan

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

Resolution Adopting
Performance Clackamas,
the Clackamas County Strategic Plan



Resolution No.

Whereas, Clackamas County sought input from citizens and businesses as to most important issues facing the County over the next 2-5 years; and

Whereas, Clackamas County desires to be a more data-driven, efficient and performance oriented organization; and

Whereas, Clackamas County wishes to focus its efforts on results that matter to its citizens; and

Whereas, after receiving this input the Clackamas County Board of Commissioners has adopted five strategic priorities:

- Build trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources; and

Whereas, to implement these strategic priorities the Board of County Commissioners has approved 28 specific, measurable results it wishes the County to achieve over the next several years; and

Whereas, the Clackamas County Board of Commissioners desires that each County department complete a customer focused, outcome-based Strategic Business Plan.

NOW THEREFORE, the Clackamas County Board of Commissioners hereby resolve as follows:

1. The Board of Commissioners adopts Performance Clackamas, the attached Strategic Plan attached as Exhibit A.

Adopted this 18th day of September, 2014

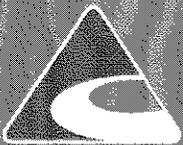
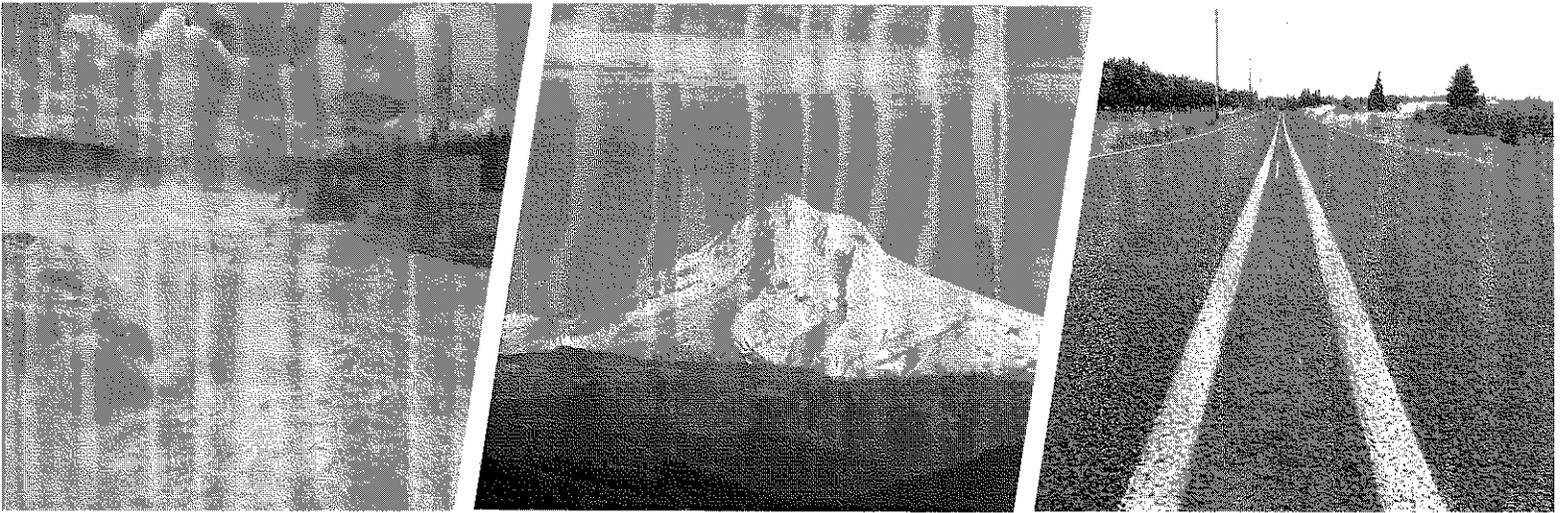
CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

PERFORMANCE CLACKAMAS CLACKAMAS COUNTY STRATEGIC PLAN

ADOPTED SEPTEMBER 18, 2014



**CLACKAMAS
COUNTY**

BOARD OF COUNTY COMMISSIONERS

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

Facilitated by Managing Results, LLC

Performance Clackamas is Clackamas County's new strategic plan and new way of ensuring that the county meets high performance standards for serving the public. The plan focuses on five overarching strategic priorities, selected by the Board of Commissioners after considering more than a year of public input from surveys, town hall meetings, business meetings and other forms of community comment. Each goal is supported by measurable and specific objectives along with a timeline. The progress made toward accomplishing the objectives will be available to the public.

The strategic priorities are:

- Build public trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources

Adoption of **Performance Clackamas** demonstrates the county's intent to focus on the customer in everything it does, and to be able and willing to keep taxpayers informed about what they and their community are getting for their money.

The format of **Performance Clackamas** is based on Managing for Results (MFR), a comprehensive and integrated management system focused on achieving results for the customer. By adopting a MFR-based system, the Clackamas County Board of Commissioners is committing the entire Clackamas County organization, including its elected officials, its administrative structure, its employees and its budget, to achieving positive results for our customers.

Five basic components capture the essence of MFR:

- Identify the priorities the county is trying to address on behalf of its residents;
- Develop an overall plan for addressing those priorities;
- Develop policies, programs, activities and services that align to those priority areas;
- Organize and implement budgeting, accounting and management systems to support the strategies, goals and objectives specified in the plan, and
- Develop and track costs and performance data to allow the county and its residents to gauge the county's progress toward reaching its goals and objectives.

All county employees play a role in ensuring that the county remains committed to achieving positive results for customers. Every county department will identify its customers, and apply MFR principles to improve performance and demonstrate how effectively and efficiently it is delivering programs and services to customers. In turn, customers will have the opportunity to know how the county is serving them and how the county is using its financial resources.

For more information and updates: www.performanceclackamas.us
or email performance@clackamas.us

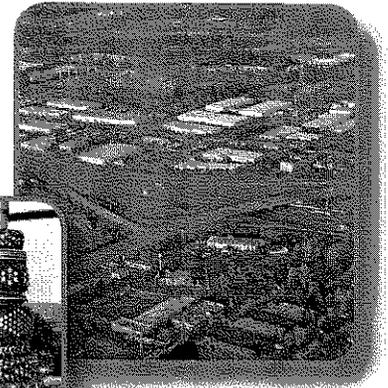
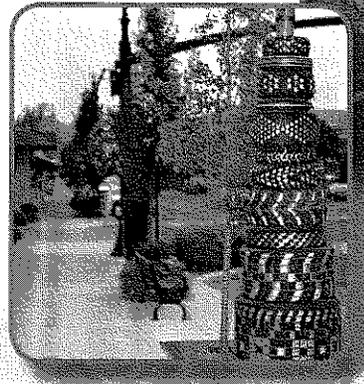
GROW A VIBRANT ECONOMY

The future prosperity of Clackamas County's residents will be built on good paying jobs that support families, affordable housing, capital investments that grow current businesses, and on the availability of employment lands where new businesses can easily locate and expand within the county.

- By 2019, 10,000 family wage jobs will be created in Clackamas County.*
- By 2019, wages earned in Clackamas County will be at or above the national average.**
- By 2019, the home ownership rate in Clackamas County will be 72 percent or greater.
- By 2019, \$500 million in new capital asset investment will be realized within Clackamas County.
- By 2020, Clackamas County will have and maintain a 20-year supply of serviceable non-retail employment land in the urban growth boundary.
- By 2019, Clackamas County will have and maintain a supply of employment land, including large lot industrial, sufficient to provide 500 jobs within a nine-month window.

*Compared to 2012.

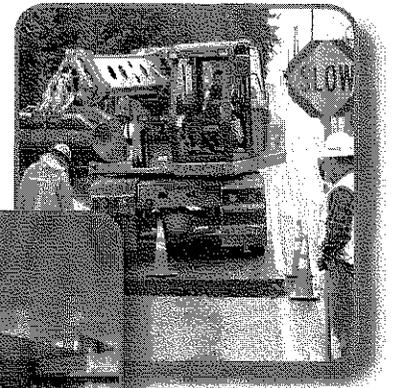
**All industries, as measured by the Bureau of Labor and Statistics.



BUILD A STRONG INFRASTRUCTURE

Long-term investments in roads and transportation infrastructure will generate commercial enterprise and jobs along key corridors, as well as ease commute times for many residents. Updating county facilities will ensure services are accessible to residents well into the future while containing construction costs and avoiding further delays.

- By 2019, 120 additional miles of county roads will be improved to 'good to excellent' status, a nine percent increase from 2014.
- By 2019, I-205 expansion and Phase II Sunrise will be scheduled for state and regional funding within the next five years.
- By 2019, I-5 access to Canby will be placed in the State Transportation Improvement Program (STIP).
- By June of 2016, Clackamas County will have a plan in place that will achieve sewer improvements and funding to support the expected 20-year growth horizon.
- By 2016, the Master Plan for county facilities will be updated, including an assessment of the condition of county buildings and a funding plan.



ENSURE SAFE, HEALTHY AND SECURE COMMUNITIES

Focusing on the well-being of our families and communities reflects the best of our character. Investments in providing services to those needing medical care, addressing homelessness among veterans, reducing recidivism among offenders, lowering the crime rate and making our children safe - these efforts, combined with success in creating jobs, will give definition to the county's efforts to alleviate poverty and will help ensure the safety, health and security of our communities.

PUBLIC HEALTH

- By 2018, 95 percent of county residents will have access to routine health care.
- By 2020, the number of children needing placement in foster care will be reduced by 50 percent.
- By 2020, there will be no domestic violence related homicides in Clackamas County.
- By 2018, County Health Rankings will show Clackamas County among the three top-ranking counties in the state in at least 90 percent of health measures.
- By 2019, the number of unsheltered veterans in Clackamas County will be reduced by 50 percent.

PUBLIC SAFETY

The safety of children and families will be a county priority as evidenced by:

- By 2019, the violent crime rate in Clackamas County will be less than 95 per 100,000 persons per year.
- By 2018, the property crime rate in Clackamas County will be less than 2,400 per 100,000 persons.
- By 2020, juvenile recidivism will be below 17 percent.
- By 2020, adult recidivism (measured by felony convictions within three years) will be below 19 percent.
- By 2018, Clackamas County will achieve a Community Rating System score for flood safety (CRS) of 4, resulting in substantial savings in flood insurance premiums for county residents.



Sunnyside
Health & Wellness Center

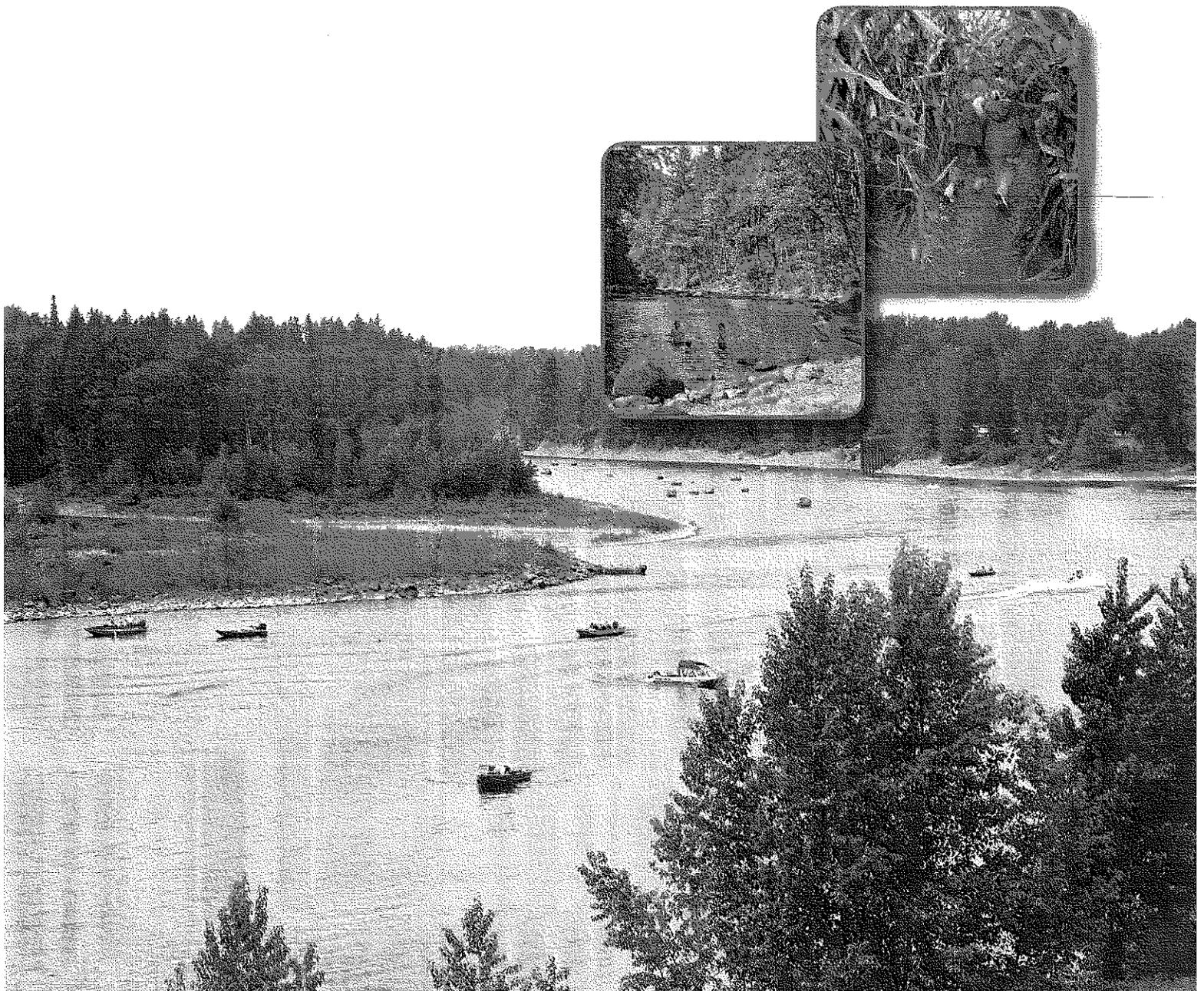
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MEDICAL / DENTAL OFFICES
Peter B. Spotts, M.D., F.C. Dermatology 300
Richard S. Strick, M.D., F.A.C.S. Plastic Surgery 300
John C. Young, D.D.S., P.C. Oral Surgery 300

HONOR, UTILIZE, PROMOTE AND INVEST IN OUR NATURAL RESOURCES

The abundant natural resources and rural areas of Clackamas County provide extraordinary economic and recreational opportunities. A balanced approach that honors, utilizes, promotes and invests in our natural resources will generate prosperity and help secure those resources for future generations.

- By 2019, federal lands in Clackamas County will produce \$6 million annually for the county.
- By 2020, there will be a five percent annual increase in Gross Domestic Product from agricultural lands in Clackamas County.
- By 2020, five new, natural resource-based processors will be located in Clackamas County.
- By 2020, there will be \$20 million in new capital investment in tourism-related facilities in Clackamas County.



BUILD PUBLIC TRUST THROUGH GOOD GOVERNMENT

Public trust is the currency of good government. Clackamas County will design and deliver services that make a difference, and measure our effectiveness in terms of results for our customers. We will be accountable and deliver what we promise. When we allocate resources they will be tied to results that matter.

- By 2017, all Commission-managed departments will have completed customer focused, outcome-based Strategic Business Plans, to include customer service and satisfaction measures.
- By 2018, 100 percent of the County Budget will be attached to measurable customer results.
- By 2020, Clackamas County will achieve the Strategic Results in the Strategic Plan.

Original printing 8/14

Photos courtesy Oregon's Mt. Hood Territory and the following Clackamas County Departments:

Business and Community Services - Sheriff's Office

Transportation and Development - Water Environment Services

Health, Housing and Human Services



September 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Maureen Brennan, LCSW, Clackamas Health Centers, Jennifer Gregg, MA, RN, with Kaiser, Debra Kester, MSW, Sarah Cook, MS, Sarah Griggs, MA, Kyle Smith, MSW and Keeble Giscombe, MS, all with Cascadia, by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective August 22nd, 2014 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

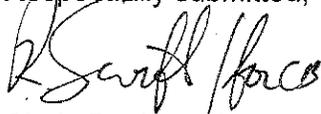
BACKGROUND:

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Maureen Brennan, LCSW, Clackamas Health Centers, Jennifer Gregg, MA, RN, with Kaiser, Debra Kester, MSW, Sarah Cook, MS, Sarah Griggs, MA, Kyle Smith, MSW and Keeble Giscombe, MS, all with Cascadia, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker, Director

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

In the Matter of the Designation of
Maureen Brennan, LCSW, Clackamas
Health Centers, Jennifer Gregg, MA, RN,
with Kaiser, Debra Kester, MSW, Sarah
Cook, MS, Sarah Griggs, MA, Kyle Smith,
MSW and Keeble Giscombe, MS all with
Cascadia, as Mental Health Director
Designees to Direct Peace Officer Custody
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Maureen Brennan, LCSW, Clackamas Health Centers, Jennifer Gregg, MA, RN, with Kaiser, Debra Kester, MSW, Sarah Cook, MS, Sarah Griggs, MA, Kyle Smith, MSW and Keeble Giscombe, MS, all with Cascadia, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of
Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Maureen Brennan, LCSW, Clackamas Health Centers, Jennifer Gregg, MA, RN, with Kaiser, Debra Kester, MSW, Sarah Cook, MS, Sarah Griggs, MA, Kyle Smith, MSW and Keeble Giscombe, MS, all with Cascadia, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 18th day of September, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

September 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
Cascadia Behavioral Healthcare for
Supported Employment and Crisis Respite Services

Purpose/Outcomes	To provide supported employment and crisis respite services and outpatient mental health services for people who are Oregon Health Plan (OHP) members' capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on June 30, 2015
Previous Board Action	There is no previous board action for these services
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6890

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for supported employment and crisis respite services.

- Supported Employment is a program intended to promote rehabilitation and a return to productive employment. The Supported Employment program uses a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace.
- Crisis respite provides 24-hour, 365 days per year services for County consumers needing a temporary increase in structure, intervention and support to stabilize and maintain in the community setting.

Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective upon signature and continues through June 30, 2015. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project.

BCC Meeting 9/18/2014
Cascadia Behavioral Healthcare # 6890
Page 2 of 2

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

AGENCY SERVICE CONTRACT

Contract # 6890

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CASCADIA BEHAVIORAL HEALTHCARE**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide supported employment and crisis respite as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **upon signature** and shall terminate **June 30, 2015** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

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

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend 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 actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and

expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY.

Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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

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

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

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

5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

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

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

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

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

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

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

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

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

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

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

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

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

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY 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. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, # 367
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Clinical Guidelines for Respite
Attachment 2	Invoice Template for Crisis Respite
Attachment 3	DSN Provider Capacity Report

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

CASCADIA BEHAVIORAL HEALTHCARE

By: 

Darald Walker, CEO/President
8/26/2014

Date
847 NW 19th - Suite 100 / PO Box 8459

Street Address / Mailing Address
Portland, Oregon 97207

City/State/Zip
(503)238-0769 / (503)963-7766

Phone / Fax

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 and Human Services Department

Date

EXHIBIT A
DEFINITIONS

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTS

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 90 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B
SCOPE OF WORK

1. SUPPORTED EMPLOYMENT

Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment. Programs use a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace. Program components include:

- A focus on competitive employment
- Rapid job searches soon after the client expresses interest
- Jobs tailored to individuals
- Time-unlimited follow-along supports
- On-the-job support to client and to employer
- Integration of supported employment and mental health services
- Zero exclusion criteria (that is, no one is screened out because they are not ready).

Employment specialists will generally carry a caseload with approximately 20 clients and will not have mixed caseloads of clients from other non-Supported Employment services. Supported Employment services should be integrated with other treatment provided within the agency. Supports for clients involved in this program should be individualized to maintain employment and should continue as long as consumers want the assistance. Choices and decisions about work and support are individualized based on the person's preferences, strengths, and experiences. Provider agrees to use clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.

Performance Requirements

- a. Outcome measures will include:
 - 1) Number of clients served
 - 2) Percentage of clients in competitive employment
 - 3) Fidelity score
- b. CONTRACTOR will place a percentage of enrolled individuals served in competitive employment that is within 10% of the statewide average.
- c. CONTRACTOR will submit authorization for Supported Employment in addition to Level of Care authorizations for Levels A through D.
- d. Services coordination/case management will be provided to all consumers served.
- e. Provider will maintain fidelity with a score of 100 or higher and continually strive toward high fidelity.

2. CRISIS RESPITE

a. AGENCY will provide:

- (1) 24-hour, 365 days per year, professionally staffed, 10-bed residential facility of which COUNTY has access to two beds as available.
- (2) Respite care for COUNTY consumers referred by COUNTY using the clinical guidelines as fully described in Attachment A.
- (3) Respite care for COUNTY consumers needing a temporary increase in structure, intervention and support to stabilize and maintain in the community setting.
- (4) Strengths-based mental health assessment/screening prior to admission including risk assessment and individualized crisis plan.
- (5) 24 hour supervision.
- (6) Coordination with AGENCY mobile crisis services for emergencies.
- (7) Group and individual skills training.
- (8) Access to outpatient services for consumers not enrolled in mental health services.
- (9) Wraparound flexible resources.
- (10) Medication management and monitoring.
- (11) Community skills/resources.
- (12) Laundry/housekeeping/meal preparation 3 times daily.
- (13) Recreation skills.

b. Staffing

- (1) One Qualified Mental Health Professional (QMHP) Respite Coordinator – Takes referrals, screens for admissions, trains and provides consultation to staff at the facility, meets with staff and consumers daily to assess, consults, provides linkage to other resources and provides clinical program oversight.
- (2) One on-site Qualified Mental Health Associate (QMHA) Respite Administrator – monitors appropriateness of referrals, assists with on-site intakes, ensures compliance with policies and procedures, ensures compliance with structural and maintenance requirements, provides on-site supervision of staff scheduling, and oversight of documentation in accordance with OARs.
- (3) One on-site QMHA Clinical Coordinator – performs on-site intake and orientation to consumers entering respite, monitors symptoms, documents service/progress, communicates with other treatment providers. Provides case management, staff support, group and individual skills training, discharge planning and assists with administrative functions.

- (4) Residential Specialists (including QMHAs for the day and evening shifts) – Provide meals, cleaning, symptom monitoring, medication monitoring, skills training, risk monitoring, and supervision of Activities of Daily Living (ADLs).

During day and swing shift there will be at least two staff on-site with back-up from the Respite Coordinator. During the graveyard shift, there will be one awake staff with back-up from AGENCY mobile crisis team and/or 24-hour urgent care clinic for emergencies.

EXHIBIT C

COMPENSATION

1. SUPPORTED EMPLOYMENT

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format. PH Tech case rates will be paid on submission of first claim in the authorization at the full annual amount of \$805.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

2. CRISIS RESPITE

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

In addition to fee-for-service payments for crisis respite provided to OHP members processed through PH Tech, COUNTY will pay AGENCY for unused capacity of one (1) bed. AGENCY will submit a monthly invoice with documentation of bed days used and charge COUNTY \$290 per day for unused capacity.

AGENCY may use the invoice template provided in Attachment 1. The invoice shall include the contract # **6890**, list the dates of unused one bed capacity, the rate and the total amount due. Invoices shall be submitted electronically to:

healthcenterap@clackamas.us

When submitting electronically, designate AGENCY name and contract # **6890** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided the COUNTY approves the invoice, COUNTY shall pay the amount requested to AGENCY.

EXHIBIT D

STATEMENT OF GENERAL CONDITIONS

1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent contractors providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Clinical Standards

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

- (1) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- (2) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- (3) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (i) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (ii) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (iii) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (iv) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an

immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

e. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, AGENCY shall:

- (1) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- (2) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- (3) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- (4) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- (5) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- (6) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- (7) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable.
- (8) AGENCY shall have written policies and procedures that insure individuals receive a Notice of Action when service is denied, terminated, suspended or reduced without the client's agreement.
- (9) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR 309-019-0125 and OAR 410-141-0260 through 410-141-0266.

4. Encounter Submissions

a. Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing

requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

d. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

e. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

f. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

5. Staff Standards

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

- Appropriate education and academic degrees, as required;
- Licenses or certificates, as required;
- Relevant work history or qualifications, as required;
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Positive clearance by the National Practitioner Data Bank, as required;

- Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent contractors for purposes of verification.

6. Recordkeeping

a. Clinical Records, Access and Confidentiality

- (1) Clinical Records. AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.
- (2) Government Access to Records. At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and

evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

- (3) Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.
- (4) Release of Information. AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- (5) External Review. AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).
- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

- (1) AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.
- (2) AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

- (4) AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.
- (5) AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

7. Reporting

a. Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

b. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit the DSN Provider Capacity report (Attachment 1) to COUNTY in the prescribed format within thirty (30) days of the effective date of this agreement, identifying all staff and independent contractors who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

8. Monitoring

a. Agreement Compliance Monitoring

COUNTY and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY and OHA in such monitoring.

COUNTY shall provide AGENCY twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to AGENCY
- Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

b. External Quality Review

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

9. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

- (1) AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).
- (2) AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.
- (3) AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

- (4) AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.
- (5) Entities receiving \$5 million or more annually (under this contract and any other OHP contract) 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 USC § 1396a(a)(68).
- (6) Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY'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.

b. Fraudulent Billing and False Claims

- (1) AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.
- (2) If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:
 - If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
 - If fraud is determined or a false claim verified, require restitution of funds.
 - If the action identified is determined to be non-intentional, require a corrective action plan
 - Put AGENCY on probationary status and suspend billing authority until the issue is resolved
 - Termination of this agreement
- (3) COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.
- (4) Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and

- Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

- (1) AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;
- (2) AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;
- (3) Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;
- (4) Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;
- (5) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;
- (6) Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

Contact Information

Report to: Medicaid Fraud Control Unit (MFCU)
Phone: (971)673-1880
Fax: (971)673-1890
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

Contact Information

Report to: Clackamas Behavioral Health Division
Contact: Compliance Policy Analyst
Phone: (503)742-5335
Fax: (503)742-5304
Address: 2051 Kaen Road, Suite 367, Oregon City, OR 97045

10. Compliance with Applicable Law

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause 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).

c. Non-Discrimination

- (1) AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.
- (2) AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (1) Their rights under Oregon law;
- (2) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (3) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause 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 OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause 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.

h. Energy Efficiency

AGENCY shall comply and cause 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).

i. Resource Conservation and Recovery

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

j. Audits

AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

k. Truth in Lobbying

AGENCY certifies, to the best of the AGENCY's knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, 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.
- (2) 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, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) AGENCY 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.
- (4) This certification is a material representation of fact upon which reliance was placed when this Contract 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.

l. Conflict of Interest Safeguards

- (1) AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include

safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

- (2) AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift or payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.
- (3) "AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- (4) AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m. HIPAA Compliance

- (1) The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.
- (2) AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.
- (3) HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

ATTACHMENT 1

CLINICAL GUIDELINES FOR RESPITE

Respite authorization is done on a case-by-case basis, however, listed below are guidelines for appropriateness of utilization of Cascadian Respite Services. (The individual would not have to fit all the criteria to be eligible.)

The individual:

- is diagnosed with a mental illness (OHP-covered diagnosis), excluding mental disorders due to a general medical condition.
- is unable to care for basic needs due to psychiatric difficulties at current living situation.
- needs further stabilization due to recent medication adjustment.
- needs a supportive environment for new medication change.
- is unstable due to medication non-compliance in current living situation and is willing to take medications as prescribed while in respite.
- feels unsafe towards self due to current psychiatric condition/current stressors and is willing to contract for safety while in respite.
- does not possess an unstable medical condition.
- needs a break from current living situation, which appears to be increasing psychiatric symptomatology.
- is not experiencing acute withdrawal symptoms.
- does not need 24-hour acute care and counseling services, but needs a temporary safe, supportive environment.
- may be excluded for consideration based on recent history of physical assault, homicidal behavior, arson, sexual offenses, weapon possession, anti-social personality.

September 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 1 to an Intergovernmental Agreement with
the State of Oregon, Department of Human Services, Office of Child Welfare Programs
for Alcohol and Drug Screenings and Case Management Services

Purpose/Outcomes	Alcohol and drug screenings for State DHS child welfare parents.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is increased by \$123,720 to an amended value of \$185,580 revenue.
Funding Source	Oregon Department of Human Services - no County General Funds are involved.
Safety Impact	None
Duration	Effective October 1, 2014 and terminates on September 30, 2016
Previous Board Action	The board reviewed and approved the initial agreement on October 10, 2013, agenda item 101013-A5
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	6456

BACKGROUND:

Clackamas County Behavioral Health Division a division of the Health, Housing & Human Services Department will provide a Certified Alcohol and Drug Counselor (CADC) who facilitates comprehensive alcohol and drug screens for State DHS child welfare parents. In addition to the screens, the services include case management and support for child welfare parents to help stabilize the family.

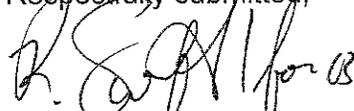
Amendment # 1 extends the initial agreement for two years and adds appropriate funding.

This is a revenue agreement. The value of Amendment # 1 is \$123,720 increasing the total agreement to \$185,580. The amendment is effective October 1, 2014 and terminates September 30, 2016. County Counsel approved the amendment on September 2, 2014.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



Agreement Number 143986

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **1** to Agreement Number **143986** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County Behavioral Health
2051 Kaen Road, Suite #367
Oregon City, OR 97045
Telephone: 503 / 742-5336
Facsimile: 503 / 742-5311
Agency Contact: Jill Archer
E-mail address: jarcher@clackamas.us**

hereinafter referred to as "Agency."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Change the Contract ending date from September 30, 2014 to September 30, 2016.
 - b. Change the not to exceed amount from \$61,860.00 to \$185,580.00.
3. **Certification**
 - a. The Agency 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 Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency 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. Agency 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 Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Agency and that Agency 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 Agency Data and Certification, of original Agreement or as amended is Agency's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Agency 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) Agency and Agency'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/t11sdn.pdf>;
 - (5) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- b. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original

Agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Agency Data. Agency shall provide current information as required below. This information is requested pursuant to OARS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Agency Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Road, # 367

City, state, zip code: Oregon City, OR 97045

Email address: jarner@clackamas.us

Telephone: (503) 742-5336 Facsimile: (503) 742-5311

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self Insured/Self Administered

Policy #: _____ Expiration Date: _____

Agency shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County Behavioral Health

By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Jeff Wahl, Assistant Attorney General		08/25/2014
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Assistant Attorney General		Date
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Office of Contracts and Procurement:

Contract Specialist		Date
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September 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with Washington County, for the Cities
Readiness Initiative Program

Purpose/Outcomes	Clackamas County H3S has been named to receive funding for the Cities Readiness Initiative (CRI) Program administered by Washington County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$28,133.00
Funding Source	No County General Funds are involved.
Safety Impact	The ability of large urban areas to be ready for all-hazards events.
Duration	Effective July 01, 2014 and terminates on June 30, 2015
Previous Board Action	The Board last reviewed and approved this agreement on June 27, 2013 agenda item 062713-A11.
Contact Person	Dana Lord, Public Health Director – 503-655-8479
Contract No.	6918

BACKGROUND:

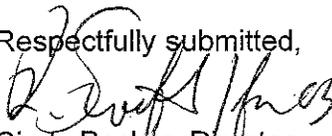
CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

This contract is effective July 1, 2014 and continues through June 30, 2015. This contract has been reviewed by County Counsel on June 17, 2013.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



Contract #6918

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2014, or upon final signature, whichever is later.
The expiration date is: June 30, 2015; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Clackamas County
Jurisdiction

DUNS # 096992656

Signature

Date

Printed Name

Title

Address: 2051 Kaen Rd., Oregon City, OR 97045

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 North First Avenue
Mail Stop # 4
Hillsboro, OR 97124

Attachment A
Statement of Work and Payment Terms
2014-2015

PURPOSE: Clackamas County Health, Housing and Human Services (CCHHHS) has been named to receive funding for the Cities Readiness Initiative (CRI) program which is administered by Washington County. The requirements in this Statement of Work reflect the requirements set by the Oregon Health Authority in the CRI Program Element 02 (PE-02) for Washington County (Coordinating LPHA) and all CRI local health departments (LHD).

BACKGROUND: CRI is a nationwide program designed to ready large urban areas for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events. This includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

Funding for the CRI program flows from the Centers for Disease Control and Prevention (CDC) to the Oregon Health Authority (OHA) to Washington County. Washington County administers and houses the CRI program and staff. Although housed in Washington County, the CRI staff report to the public health preparedness coordinators, public health administrators and health officers in each of the region's counties.

Program Element #02: Cities Readiness Initiative (CRI) Program

1. **Description.** Funds provided to Local Public Health Authorities (LPHA) under this Agreement for the Cities Readiness Initiative (CRI) Program may only be used in accordance with, and subject to, the requirements and limitations set forth below. This Agreement is between the Oregon Health Authority (OHA) and Washington County Local Public Health Authority (Coordinating LPHA). Requirements for each Oregon county in the CRI Region (CRI LPHAs) are established through an intergovernmental agreement (IGA) or contract with Coordinating LPHA. The CRI Program focuses on plans and procedures that support medical countermeasure distribution and dispensing (MCMDD) for all-hazards events including the capability to respond to a large-scale biologic attack with anthrax as the primary threat consideration.
2. **Definitions Specific to CRI Programs.**
 - a. Annual Technical Assistance Review (TAR): Prior to 2014, TAR was the yearly evaluation of an LPHA's CRI Program materials, products, plans, exercises, and activities conducted by a team of Federal, state, and local preparedness staff using a worksheet developed by Federal and state program partners. (This tool has been replaced by the Operational Readiness Review (ORR) effective July 1, 2014).
 - b. Centers for Disease Control and Prevention (CDC): The nation's lead public health agency, which is one of the major operating components of the U.S. Department of Health and Human Services.

- c. Department of Homeland Security: The federal agency responsible for protecting the United States territory from terrorist attacks and responding to natural disasters.
- d. Division of the Strategic National Stockpile (DSNS): The CDC program that manages the Strategic National Stockpile Program
- e. DSNS Drills: A set of five drills developed by the RAND Corporation for the CDC's DSNS. The drills include: staff call down, site activation, facility set-up, pick-list generation, and dispensing and/or modeling of throughput.
- f. Capability Performance Measure Analysis: An assessment of the difference between prescribed CDC capabilities organized by function and current local capabilities using an evaluation tool developed by the Health Security, Preparedness and Response (HSPR) Program.
- g. Homeland Security Exercise and Evaluation Program (HSEEP): A capabilities and performance-based program that provides standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises.
- h. Local Public Health Authority (LPHA): A county government or a health district created under ORS 431.414 or a person or agency that a county or health district has contracted with to act as the local public health authority.
- i. Mass: A large but non-specific amount or number.
- j. National Incident Management System (NIMS): The federal Department of Homeland Security's system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter the cause, size or complexity. More information can be viewed at <http://www.fema.gov/emergency/nims/index.shtm>.
- k. Operational Readiness Review (ORR): The annual evaluation tool assessing the LPHA CRI Program's: materials, products, plans, exercises, and activities. This assessment is conducted by a team of Federal, state, and local preparedness staff using a worksheet developed by Federal and state program partners (formerly the "Annual Technical Assistance Review"). The ORR is used to assess how ready Local Health Departments (LHDs) are to respond to a MCMDD response.
- l. Planned Responder: Community organizations with a written or implied role in the response to a public health emergency (e.g. hospitals and First Responders).
- m. Point of Dispensing (POD) Site: A site such as a high school gymnasium at which prophylactic medications are dispensed to the public.
- n. Portland Metro Cities Readiness Initiative (CRI) Program Area, Metropolitan Statistical Area (MSA): The Cities Readiness Initiative is a CDC program that aids cities and metropolitan areas in increasing their capacity to receive and dispense medicines and medical supplies during a large-scale public health emergency such as a bioterrorism

attack. The counties forming the Portland CRI Program Area are Clackamas, Washington, Multnomah, Columbia, and Yamhill LPHAs in Oregon, and Clark and Skamania LPHAs in Washington State. Washington State is responsible for all CRI activities and funding for the Clark County LPHA and Skamania County LPHA. Additional information about the CRI Program and the cooperative agreement "Guidance for Public Health Emergency Preparedness" is viewable at <http://www.cdc.gov/phpr/coopagreement.htm>.

- o. Prophylaxis: Measures designed to preserve the health of an individual or society and prevent the spread of disease.
- p. Push Partner: A community organization that is trained, willing, and able to assist in a public health emergency.
- q. Push Partner Registry: A registry of community organizations that are trained, willing, and able to assist in a public health emergency.
- r. Public Health Preparedness Capabilities: A national set of standards, created by the CDC, for public health preparedness capability-based planning that will assist state and local planners in identifying gaps in preparedness, determining the specific jurisdictional priorities, and developing plans for building and sustaining response capabilities.
- s. Strategic National Stockpile (SNS): A CDC program developed to provide: 1.) rapid delivery of a broad spectrum of pharmaceuticals, medical supplies, and equipment for an ill-defined threat in the early hours of an event; 2.) shipments of specific items when a specific threat is known; and 3.) technical assistance to distribute SNS material. SNS program support includes the 12-hour Push Pack, stockpile and vendor managed inventory, vaccines, federal buying power, and Federal Medical Stations.

3. General Requirements. All services and activities supported in whole or in part with funds provided under this Agreement shall be delivered or conducted in accordance with the following requirements:

- a. Non-Supplantation. Funds provided under this Agreement shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Audit Requirements. In accordance with federal guidance, each county receiving funds shall audit its expenditures of CRI Program funding not less than once every two years. Such audits shall be conducted by an entity independent of the county and in accordance with the federal Office of Management and Budget Circular A-133. Audit reports shall be sent to the OHA, who will provide them to the CDC. Failure to conduct an audit or expenditures made not in accordance with the CRI Program guidance and grants management policy may result in a requirement to repay funds to the federal treasury or the withholding of funds.
- c. CRI Coordinator. CRI LPHAs, shall identify a CRI Coordinator. The CRI Coordinator will be the Oregon Health Authority's chief point of contact for CRI Program.

4. General Budget and Expense Reporting.

- a. Example CRI Budget documents are set forth as Attachment 1 to this PE and incorporated herein by this reference. They are also available for download as an Excel[®] file from the HAN document library at:
<https://oregonhealthnetwork.org/default.aspx>.

The Coordinating LPHA shall meet the following budget reporting requirements using the aforementioned document:

- i. Submit a budget to OHA by October 31 of each year using actual award amounts and detailing expected costs of operating the CRI program during the period of July 1 through June 30 of each year. The budget shall include budgets from each CRI LPHA detailing expected costs associated with the CRI program and matching their allocation.
 - ii. Coordinating LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31.
 - iii. Coordinating LPHA shall provide to the OHA by August 31 of each year, the actual expense-to-budget report for the period of July 1 through June 30. The budget and expense to budget Excel file set forth in Attachment 1 shall be the only form used to satisfy this requirement. All equipment purchases of \$5,000 or more that use CRI funds will be identified in this budget report.
- b. The award of funds under this Agreement to the Coordinating LPHA shall include funds to assist in the implementation of the CRI Program requirements as outlined in this Agreement throughout the CRI Program Area. Coordinating LPHA shall use a portion of the CRI award to fund a CRI Coordinator position who will work under guidance from the CRI LPHAs.
- c. Coordinating LPHA shall hold, at minimum, quarterly CRI Team meetings that include, at minimum, the CRI Program Coordinator, a representative from each CRI LPHA and the State MCM Coordinator.
- d. Coordinating LPHA will reallocate any unspent funds awarded to a CRI LPHA that have not been spent or obligated by 60 days prior to the end of the grant period.
- e. Coordinating LPHA will return to OHA for reallocation to projects that support CRI objectives any funds not spent or obligated by 45 days prior to end of the grant period.
- f. Intergovernmental Agreement (IGA) or Contract. Coordinating LPHA will develop an IGA, or contract, between itself and all Oregon CRI LPHAs. The IGA, or contract, will incorporate all requirements of Program Element 02 CRI program measures.

5. CRI Work Plan and Other Reporting Requirements.

- a. Coordinating LPHA shall submit a work plan to the State MCM Coordinator and CRI LPHAs by August 15 that presents objectives and related activities, identifies

responsible parties, and establishes timelines for the CRI Program Area. The work plan shall be created with input from all CRI LPHA and approved by the State MCM Program, and must include objectives to:

- i. Enable each CRI LPHA to successfully complete the ORR tool (formerly "Local TAR");
 - ii. Enable each CRI LPHA to meet POD Standards
 - iii. Enable each CRI LPHA to meet exercise requirements; and
 - iv. Provide programmatic and fiscal oversight responsibilities.
- b. Coordinating LPHA shall submit semi-annual one-page summary reports from each CRI LPHA, and the CRI program, to the State MCM Coordinator. These reports shall provide updates on CRI Program activities, and are due by February 15 and August 31.
- c. Coordinating LPHA shall provide other reports about the CRI Program as OHA may reasonably request from time to time.
- d. Annual Operational Readiness Review (ORR). Each CRI LPHA, unless otherwise advised, shall coordinate an annual assessment and include, at a minimum, the following invitees: local CRI program representative, local law enforcement, local emergency management, and OHA. The ORR or TAR Progress Report shall serve as the evaluation tool. Completed local tools and supporting documentation for each assessment must be submitted to the State MCM Coordinator 14 days prior to review date. The assessment meeting is to be completed prior to April 1 of each year.

Performance Measure 0.1 Each CRI LPHA, unless otherwise advised by OHA, shall, to OHA's satisfaction, complete ORR or TAR Progress Report tool and submit supporting documents to the State MCM Coordinator and conduct the review meeting before April 1 each year.

- e. Exercise Requirements. Each CRI LPHA shall develop and conduct an exercise program that tests MCM dispensing related emergency response plans and adheres to HSEEP standards including an after action report, improvement plan and exercise evaluation guide. Each CRI LPHA must complete the following exercises:

Three of the five DSNS drills by April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the three required drills must be submitted to the MCM and CRI Program Coordinators no later than April 1, unless given specific permission for extension by MCM Coordinator. Documentation of the required DSNS drills must be completed using the standardized data collection tools provided by the MCM Coordinator.

Performance Measure 0.2 Each CRI LPHA shall, to OHA's satisfaction, execute and submit appropriate documentation to the MCM and CRI Program Coordinators for

three separate, unique, DSNS drills before April 1, unless given specific permission for extension by MCM Coordinator, each year. Coordinating LPHA will submit the required documentation to MCM Coordinator for submission to CDC through a web-based portal. These drills can be used to meet the requirements set forth in PM 1.1.

6. **Public Health Preparedness Capabilities Requirements:** The capabilities, functions and tasks below correspond with the capabilities, functions, and tasks located in the Public Health Preparedness Capabilities which can be found at <http://www.cdc.gov/phpr/capabilities/>. Where possible the CRI Program will support the CDC and Oregon Hospital Preparedness Program (HPP) priority capabilities which can be found in Program Element #12 "Public Health Emergency Preparedness Program (PHEP)" to the current Public Health Financial Assistance Agreement series between LPHAs and OHA.

Capability 1: Community Preparedness.

- **Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.**
- **Task 1.** CRI LPHAs shall utilize Push Partners to share public health or situational awareness messages with their constituencies.

Performance Measure 1.1 CRI LPHAs shall, at least once annually, disseminate a preparedness, situational awareness or public health message and include a request for an update of contact information to the partners identified in this Performance Measure (PM) 1.1.

Capability 8: Medical Countermeasure (MCM) Dispensing.

- **Function 3: Activate Dispensing Modalities.**
- **Task 3.** Activate dispensing strategies, dispensing sites, dispensing modalities and other approaches, as necessary, to achieve dispensing goals commensurate with the targeted population.

Performance Measure 8.2 By April 1, each CRI LPHA shall submit an updated POD Standards data collection sheet to OHA that includes all public PODs and Push Partner Registry numbers required to serve 100% of the population.

7. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

COMPENSATION TERMS: Washington County agrees to pay Clackamas County a maximum of \$28,133 between July 1, 2014 and June 30, 2015. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Please submit invoices to the following:

Adrienne Donner
Washington County Dept. of Health and Human Services
155 North First Avenue, MS-4
Hillsboro, OR 97124
Adrienne_Donner@co.washington.or.us

If Clackamas County does not spend or obligate its award 60 days prior to June 30, 2015 (April 30, 2015), the unspent funds will be retained by Washington County for reallocation.

CFDA # 93.069 – Public Health Emergency Preparedness

September 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intra-Agency Agreement with
Clackamas County Health Centers Behavioral Health Clinic for
Supported Employment Services

Purpose/Outcomes	To provide supported employment services for people who are Oregon Health Plan (OHP) members' capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The agreement does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on June 30, 2015
Previous Board Action	There is no previous board action for these services
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6917

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Health Centers Behavioral Health Clinic for supported employment services.

- Supported Employment is a program intended to promote rehabilitation and a return to productive employment. The Supported Employment program uses a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace.

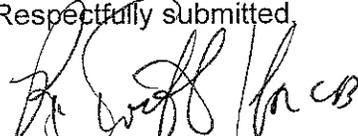
Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective upon signature and continues through June 30, 2015. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY HEALTH CENTERS
BEHAVIORAL HEALTH CLINIC
AND
CLACKAMAS COUNTY BEHAVIORAL HEALTH DIVISION

Agreement # 6917

This agreement is made between **Clackamas County Health Center Behavioral Health Clinic (HC-BHC)** and **Clackamas County Behavioral Health Division (BHD)**. The parties agree as follows:

HC-BHC will provide supported employment services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein to Oregon Health Plan members and residents of Clackamas County.

1.0 Term

Services provided under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **June 30, 2015** unless terminated by one or both parties as provided for in paragraph 6.0 below. This agreement may be renewed annually and amended by mutual written consent of both parties.

2.0 Compensation and Fiscal Records

2.1 Compensation. BHD shall compensate HC-BHC as specified in Exhibit C, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

2.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should HC-BHC fail to perform or document the performance of contracted services, BHD shall immediately withhold payments hereunder. Such withholding payment for cause may continue until HC-BHC performs required services or establishes to BHD'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of HC-BHC.

2.3 Financial Records. HC-BHC and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to HC-BHC were in excess of the amount to which HC-BHC was entitled, HC-BHC shall repay the amount of the excess to BHD.

3.0 Manner of Performance

3.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. HC-BHC shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. HC-BHC shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

3.2 Subcontracts. HC-BHC shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from BHD. HC-BHC shall not be relieved of any of HC-

BHC's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.0 General Conditions

4.1 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by HC-BHC and BHD.

4.2 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

4.3 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

4.4 Future Support. BHD makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

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

5.0 Termination

5.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

5.2 Termination With Cause. BHD may terminate this agreement effective upon delivery of written notice to HC-BHC, or at such later date as may be established by BHD, under any of the following conditions:

5.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

5.2.2 The termination, suspension or expiration of the Health Share of Oregon Participating Agreement.

5.2.3 BHD funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

5.2.4 BHD has evidence that HC-BHC has endangered or is endangering the health or safety of clients, staff or the public. HC-BHC shall ensure the orderly and reasonable transfer of care in progress with clients and shall work with BHD staff to accomplish same.

5.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of HC-BHC, or the lapse, relinquishment, suspension, expiration, cancellation or termination of HC-BHC's insurance as required in this agreement.

5.2.6 HC-BHC's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage HC-BHC's affairs, or the judicial declaration that HC-BHC is insolvent.

5.2.7 If HC-BHC fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from BHD, fails to correct such failures within ten (10) business days or such longer period as BHD may authorize.

5.3 Notice of Default. BHD may also issue written notice of default (including breach of contract) to HC-BHC and terminate the whole or any part of this agreement if HC-BHC substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of BHD related to defaults (including breach of contract) by HC-BHC shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

5.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. HC-BHC and BHD shall continue to perform all duties and obligations under this agreement with respect to clients under care of HC-BHC to the date of termination.

This agreement consists of five (5) sections plus the following exhibits and attachments, which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Invoice Template

**CLACKAMAS COUNTY
HEALTH CENTERS**



Deborah Cockrell
Director
9-8-2014

Date

**CLACKAMAS COUNTY
BEHAVIORAL HEALTH DIVISION**



Jill Archer
Director
9-8-14

Date

**CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Cindy Becker
Director

Date

EXHIBIT A
DEFINITIONS

Whenever used in this Intra-Agency Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTs

Contract: this Agency Services Contract between COUNTY and CONTRACTOR for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Overexpenditure: Money disbursed by COUNTY under this agreement and expended by AGENCY that is identified by the COUNTY, State of Oregon or OHA, through agreement settlement or any other disbursement/payment reconciliation permitted or required by this agreement, as in excess of the amount AGENCY is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions.

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 90 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B

SCOPE OF WORK

1. SUPPORTED EMPLOYMENT

Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment. Programs use a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace. Program components include:

- A focus on competitive employment
- Rapid job searches soon after the client expresses interest
- Jobs tailored to individuals
- Time-unlimited follow-along supports
- On-the-job support to client and to employer
- Integration of supported employment and mental health services
- Zero exclusion criteria (that is, no one is screened out because they are not ready).

Employment specialists will generally carry a caseload with approximately 20 clients and will not have mixed caseloads of clients from other non-Supported Employment services. Supported Employment services should be integrated with other treatment provided within the agency. Supports for clients involved in this program should be individualized to maintain employment and should continue as long as consumers want the assistance. Choices and decisions about work and support are individualized based on the person's preferences, strengths, and experiences. Provider agrees to use clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.

Performance Requirements

- a. Outcome measures will include:
 - 1) Number of clients served
 - 2) Percentage of clients in competitive employment
 - 3) Fidelity score
- b. CONTRACTOR will place a percentage of enrolled individuals served in competitive employment that is within 10% of the statewide average.
- c. CONTRACTOR will submit authorization for Supported Employment in addition to Level of Care authorizations for Levels A through D.
- d. Services coordination/case management will be provided to all consumers served.
- e. Provider will maintain fidelity with a score of 100 or higher and continually strive toward high fidelity.

EXHIBIT C
COMPENSATION

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format. PH Tech case rates will be paid on submission of first claim in the authorization at the full annual amount of \$805.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

EXHIBIT D

STATEMENT OF GENERAL CONDITIONS

1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent contractors providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Clinical Standards

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

- (1) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- (2) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- (2) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (i) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (ii) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (iii) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (iv) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

e. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, AGENCY shall:

- (1) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- (2) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- (3) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- (4) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- (5) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- (6) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- (7) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable.
- (8) AGENCY shall have written policies and procedures that insure individuals receive a Notice of Action when service is denied, terminated, suspended or reduced without the client's agreement.
- (9) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR 309-019-0125 and OAR 410-141-0260 through 410-141-0266.

4. Encounter Submissions

a. Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.

Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 90 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

d. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

e. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

f. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

4. Staff Standards

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

- Appropriate education and academic degrees, as required;
- Licenses or certificates, as required;
- Relevant work history or qualifications, as required;
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Positive clearance by the National Practitioner Data Bank, as required;
- Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid

providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent contractors for purposes of verification.

5. Recordkeeping

a. Clinical Records, Access and Confidentiality

- (1) **Clinical Records.** AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.
- (2) **Government Access to Records.** At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- (3) **Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents,

employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

- (4) Release of Information. AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- (5) External Review. AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).
- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

- (1) AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.
- (2) AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.
- (4) AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.
- (5) AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

6. Reporting

a. Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hour only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

b. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit the DSN Provider Capacity report to COUNTY in the prescribed format within thirty (30) days of the effective date of this agreement, indentifying all staff and independent contractors who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

7. Monitoring

a. Agreement Compliance Monitoring

COUNTY and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY and OHA in such monitoring. COUNTY shall provide AGENCY twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to AGENCY
- Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

b. External Quality Review

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

c. Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit the DSN Provider Capacity report (Attachment 1) to COUNTY in the prescribed format within thirty (30) days of the effective date of this agreement, identifying all staff and independent contractors who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

8. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

- (1) AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).
- (2) AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.
- (3) AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.
- (4) AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.
- (5) Entities receiving \$5 million or more annually (under this contract and any other OHP contract) 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 USC § 1396a(a)(68).

- (6) Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY'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.

b. Fraudulent Billing and False Claims

- (1) AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.
- (2) If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:
 - If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
 - If fraud is determined or a false claim verified, require restitution of funds.
 - If the action identified is determined to be non-intentional, require a corrective action plan
 - Put AGENCY on probationary status and suspend billing authority until the issue is resolved
 - Termination of this agreement
- (3) COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

(4) Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

- (1) AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;
- (2) AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up

coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

- (3) Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;
- (4) Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;
- (5) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;
- (6) Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

Contact Information

Report to: Medicaid Fraud Control Unit (MFCU)
Phone: (971)673-1880
Fax: (971)673-1890
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

Contact Information

Report to: Clackamas Behavioral Health Division
Contact: Compliance Policy Analyst
Phone: (503)742-5335
Fax: (503)742-5304
Address: 2051 Kaen Road, Suite 367, Oregon City, OR 97045

9. Compliance with Applicable Law

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause 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).

c. Non-Discrimination

- (1) AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.
- (2) AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (1) Their rights under Oregon law;
- (2) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (3) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause 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 OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause 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.

h. Energy Efficiency

AGENCY shall comply and cause 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).

i. Resource Conservation and Recovery

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

j. Audits

AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

k. Truth in Lobbying

AGENCY certifies, to the best of the AGENCY's knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, 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.
- (2) 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, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) AGENCY 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.
- (4) This certification is a material representation of fact upon which reliance was placed when this Contract 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.

l. Conflict of Interest Safeguards

- (1) AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).
- (2) AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift or payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

- (3) "AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- (4) AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m. HIPAA Compliance

- (1) The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.
- (2) AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.
- (3) HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

September 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
The State of Oregon, Department of Education Youth Development Division

Purpose/Outcomes	Fund support services to at-risk/high-risk youth at PreventNet Community School sites across Clackamas County.
Dollar Amount and Fiscal Impact	This Program Performance Agreement between ODE Youth Development Division and Clackamas County Children, Youth & Families Division involves funding in the amount of \$325,000
Funding Source	Oregon Department of Education – Youth Development Division Federal Funds: CFDA Number 93.667 Title XX Youth Investment Funds
Safety Impact	N/A
Duration	Upon signature and terminates on June 30, 2015
Previous Board Action	N/A
Contact Person	Rodney A. Cook
Contract No.	#6920

BACKGROUND:

The Children, Youth & Family Division (CYF), of the Health, Housing & Human Services Department request approval of the Intergovernmental Agreement with the State of Oregon, Department of Education's Youth Development Division. This agreement will fund the PreventNet Community School System at sites across Clackamas County.

PreventNet Community School System was established by CYF in 2001 in an effort to improve outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies, community members, businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours. This setting is ideal for:

- Increasing youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, and building leadership and problem-solving skills;
- Reducing risk behaviors such as poor school performance, truancy, alcohol and drug use, and negative peer association.

The majority of funds from this Intergovernmental Agreement are sub-contracted to local non-profits to provide PreventNet Community School services. To support services to at-risk/high-risk youth at PreventNet Community School sites across Clackamas County including Rural

sites at Baker Prairie MS/Canby, Cedar Ridge MS/Sandy, Estacada Jr. High/Estacada, Urban sites at (Alder Creek MS, Rock Creek MS, Rowe MS, all North Clackamas School District, and Molalla River MS/Molalla, Gardiner MS/Oregon City, Kraxberger MS/Gladstone, and Rex Putnam HS/Milwaukie.

CORE youth and/or their families at these sites are connected to appropriate interventions, community resources, mentoring, homework tutoring, extracurricular activities, and events to improve academic achievement and school attachment. As a result of this funding, 314 CORE youth and their families will be served.

Core and other youth at the sites will participate in universal prevention/promotion-related activities and events including positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career exploration, leadership, community service, youth mentoring, etc. to improve attitudes toward school and increase engagement. An estimated 1,832 students will participate in universal activities at the sites

The contract template has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director



Oregon Department of Education

John A. Kitzhaber, MD, Governor

Youth Development Division

255 Capitol St NE

Salem, OR 97310

Voice: 503-947-5600

Fax: 503-378-5156

Youth Development Council 2014 – 2015 Fiscal Year Program Performance Agreement

This program performance agreement is between the State of Oregon, acting by and through the Department of Education, Youth Development Division hereafter called Agency, and Clackamas County Children, Youth & Families Division, hereafter called Grant Recipient.

Statement of Work: Grant Recipient shall perform the work as set forth outlined in Logic Model Sheet 3 of the respective attached project file detailing input, output, and outcome expectations.

Budget. Grant Recipient shall perform the statement of work in accordance with the project budget outlined in Logic Model Sheet 4 of the respective attached project file.

Grant Award

Youth and Community Tier I - \$125,000
Youth and Community Tier I - \$75,000
Youth and Community Tier II - \$50,000
Youth and Community Tier III - \$25,000
Youth and Community Tier III - \$25,000
Youth and Community Tier III - \$25,000

Project File

Attachment A
Attachment B
Attachment C
Attachment D
Attachment E
Attachment F

Reporting: Grant Recipients shall provide quarterly expenditure reports and monitoring and evaluation reports to track progress in meeting project deliverables.

The Grant Recipient acknowledges that failure to meet the input, output, and outcome expectations outlined in the respective statement of work may result in a loss of future funding.



Oregon Department of Education

John A. Kitzhaber, MD, Governor

Grant Recipient

Printed Name and Title

Date

Signature

Date

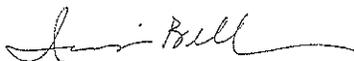
Agency

Iris Bell, Executive Director

September 8, 2014

Printed Name and Title

Date



Signature

September 8, 2014

Date

Enclosed

Attachment A:

Clackamas County - RURAL Project File

Attachment B:

Clackamas County - URBAN Project File

Attachment C:

Clackamas County - Molalla-Molalla River MS Project File

Attachment D:

Clackamas County - Oregon City-Gardiner Project File

Attachment E:

Clackamas County - Rex Putnam HS Project File

Attachment F:

Clackamas County - Gladstone-Kraxberger Project File

Application Cover Sheet*(Maximum 1 page)***Project Name:** PreventNet Community Schools – RURAL

- Baker Prairie MS (Canby)
- Cedar Ridge MS (Sandy)
- Estacada Jr. High (Estacada)

Contact Person: Rodney Cook**Affiliation:** Clackamas County Children, Youth & Families Division**Address:** 2051 Kaen Rd., Oregon City, Oregon, 97045**Phone Number:** 503-650-5678**Email:** Rodcoo@clackamas.us**Grant Tier:** Youth and Community Grant Tier I**Grant Amount:** ~~\$175,000~~ \$125,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet *(maximum 1 page)*
2. A completed indicators of need sheet *(maximum 1 page)*
3. A completed equity sheet *(maximum 2 pages)*
4. A completed logic model, sheets 1-4 *(maximum 7 pages)*

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Sites – Rural Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average	X	Baker Prairie MS: 35% *Hispanic/Latino population higher than state @ 27% vs. 21%
Free and reduced price lunch eligible students as a percent of all students above the statewide average	X	Estacada JH: 55%
Number of homeless students (in the district) as a percent of district enrollment above the statewide average	X	BPMS: 5.8% Cedar Ridge MS: 4.48% AVG. (CSD, ESD OTSD): 4%
Students with disabilities as a percent of all students above the statewide average	X	CRMS: 17% EJH: 16% AVG. (3 Districts): 15%
Limited English proficient students as a percent of all students above the statewide average	X	BPMS: 22%
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	Disparities at both District and School levels for all 3 rural site locations (graduation, dropout, attendance, school performance) especially for LEP, Disability, Hispanic populations
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average	X	Canby: 2.43%
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average	X	Estacada SD: 4yr-31%, 5yr-33% Oregon Trail SD: 5yr-69%
Attendance rates of students below the statewide average	X	CRMS: 74% EJH: 77% AVG. (3 Districts): 79%
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average	X	BPMS: 68.3% CRMS: 63%
Percent of students meeting or exceeding on statewide assessments in math below the statewide average	X	CRMS: 58% EJH: 58%
Percent of students meeting or exceeding on statewide assessments in science below the statewide average	X	EJH: 67%
Opportunity Youth rates above the statewide average		

Equity

(Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/EI Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

PreventNet Sites qualify for funding based upon indicators of need as they compare on the state level. Overall, these include minority student populations, Free/reduced lunch eligibility, homeless student population, students with disabilities, limited English proficiency. The RURAL PreventNet Community School sites at Baker Prairie, Cedar Ridge MS, and Estacada Jr. High qualify for Tier 1 funding based upon numerous indicators of need: the juvenile referral rate in Canby (5% vs. 1.7% state), and disparities in dropout rates, and school performance for students that are economically disadvantaged, English learners, students with disabilities, and Hispanic/Latino students compared to all students. The services proposed in this application for PreventNet Community School services will target these underserved populations to reduce disparities in school performance, dropout and graduation rates.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 60 high risk youth per site, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and then whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in culturally specific programming, as needed. Over the years, PreventNet participants have demonstrated 85-90% success rates. In all cases, bi-lingual staff and culturally competent organizations, evidence-based interventions and events are utilized to increase student success rates.

To build the PYDC's capacity to provide equitable services, members participate on Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the backbone organization for the PYDC Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between "all" students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the community level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with Collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access appropriate local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In-school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1*(Maximum 2 pages)***How is the Community Defined?**

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact. Community Grants are expected to track individual and/or community outcomes associated the defined community.

For the RURAL PreventNet Community Schools application, the community includes Canby, Estacada, and Sandy – specifically Baker Prairie Middle School/Canby SD, Estacada Junior High/Estacada SD, and Cedar Ridge/Oregon Trail SD. Services are proposed for Priority Youth at the middle school level in the rural areas where PreventNet Community School sites are currently located. Key features of this community are as follows:

Canby – Canby School District – Baker Prairie Middle School

Baker Prairie MS has 633 students (12/13), 35% are minorities – 27% are Hispanic/Latino. Principal Jennifer Turner provided school specific data to underline the need for continued PreventNet services at BPMS. These data include Title X (Homeless Education Program) statistics – 6% of BPMS students are Title X and of this group, 66% are Hispanic/Latino; and 7th grade micro data – 33% of 7th graders failing classes and of this group, 41% are Latino/Hispanic or other minority race; and 16% of 7th graders are absent more than 10% of the school year and of these, 30% are Latino/Hispanic or other minority race. The poverty rate for Canby overall is 11%, but almost a third of the Hispanic population lives below poverty level (31%). The Canby School District has the highest homeless student rate in Clackamas County at 5.81%.

Estacada – Estacada School District – Estacada Jr. High

Estacada Junior High serves 313 students and has been a PreventNet site since 2004. Student Wellness Survey results at the school level demonstrate need for continued PreventNet Community School support. Student responses show that 35% of 8th graders and 31% of 6th graders report that students that work hard to get good grades are picked on by other students. Half of all 6th and 8th grade students reported harassment (of any kind) in the previous 30 days. As can be seen by the dropout statistics in the Estacada School District, it is imperative to support local efforts to increase the safety of the school climate and improve academic achievement – of Estacada residents between the ages of 18 and 43 years old, 24% have less than high school educational attainment.

Sandy – Oregon Trail School District – Cedar Ridge Middle School

Cedar Ridge MS serves 414 students and has been a PreventNet site location since 2001. Its minority population makes up approximately 23% of the student population, 11% are English learners, 47% are economically disadvantaged, and 17% are students with disabilities. Cedar Ridge participated in the Student Wellness Survey for the first time in spring 2014. Results will be available in fall 2014. Oregon Trail School District's homeless student rate is the second highest in Clackamas County at 4.48%. School performance is lower than state overall for reading and math – however, performance for economically disadvantaged, English learners, students with disabilities, and Hispanic students is significantly lower than this.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families more accessible as well. Clackamas Positive Youth Development Collective has focused primarily on the middle school level, where the major transitions occur (elementary to middle and middle to high school). Partners in the Collective have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in terms of long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy

Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service providers provide technical assistance and expertise in terms of the practical application of decisions made by PYDC. The organizations represented are: Todos Juntos, Oregon City School District, North Clackamas School District, Oregon Trail School District, Canby School District, Estacada School District, Clackamas Community College, Living Room, Youth Move CC, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Children's Center, PFLAG/GLSTEN, Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly basis for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, and PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community endeavor and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources)

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting (baseline will be established)

Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting (baseline will be established)

Youth are safe and supported in the school environment

- Measured by an increase in the % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* ("very much" or "pretty much true" response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* ("zero days" response)

Youth have opportunities

- Measured by...# and % of youth participating in career exploration, leadership, community service, youth mentoring (both mentees and mentors) activities.

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The activities proposed in this application are PreventNet Community School sites for the Clackamas County rural areas that include:

- Canby – Canby School District – Baker Prairie Middle School: *site has been operating since 2008*
- Estacada – Estacada School District – Estacada Jr. High: *site has been operating since 2004*
- Sandy – Oregon Trail School District – Cedar Ridge Middle School: *site has been operating since 2001*

The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Rural PreventNet Community Schools partnership include the principals and staff at each school, Todos Juntos, (non-profit service provider that employs the community school coordinators at the rural sites), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, community-specific organizations DEFY, what else?, as well as the PYDC leadership group as a whole. The Community School model achieves the goals of each of the PYDC partners – each accomplishes it's individual mission through work at the sites and, at the same time, achieve the collective goal of the combined group – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. Short-term outcomes include: students attend school consistently; students are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; students are healthy (physically/socially/emotionally); students live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug (A&D) prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, parenting classes, family engagement activities, universal prevention curricula, and structured extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with these "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention

YOUTH & YOU

Oregon Youth Development Council

- Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

YOUTH & YOU

Oregon Youth Development Council

What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
At each site, 43 (total 129) at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	43 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	43 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
		By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)	N/A	
Universal Service				
At each site 144 students, including 43 CORE YOUTH (total 432 students) will attend prevention /promotion events	Plan and implement 2 youth-led prevention / promotion events (positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career day, etc.)	By June 30, 2015, 90% students participating in universal activities will report favorable attitude towards school (survey instrument)	N/A	
At each site, assist with organization of career exploration, leadership, community service, youth mentoring activities	43 CORE YOUTH and other students at each site will participate in career exploration, leadership, community service, and youth mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, community service, and youth mentoring activities will report favorable attitude toward school and increased engagement (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

YOUTH & YOU

Clackamas Youth Development Council

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

Category	1. Grant Funds	2. Mutually Reinforcing Leveraged/In-kind Funds	3. Total Budgeted Amount
Personnel			
Site Coordinator(s)	\$65,418	\$7,696 (CYF)	\$102,000
Site Coordinator(s) Fringe @.14	\$9,158	0	\$14,280
Site Program Supervisor(s) .3 FTE	\$15,000	0	\$22,500
Site Program Supervisor Fringe @ .14	\$2,100	0	\$3,150
Skill Groups TOT		\$9,191 (JUV)	\$9,191
Mental Health Aide TOT@.12.FTE		\$23,880 (BH)	\$23,880
Certified Prevention Specialist @.33FTE		\$29,860 (CYF)	\$29,860
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo		\$1,800 (C-Tech)	\$1,800
School Base Health Centers		\$21,609 (Health Centers)	\$21,609
Equitable Services Coord.		\$9,049 (CYF)	\$9,049
YDC System Coord. (.333FTE)	\$15,000		\$21,000
YDC System Coord. Fringe @.40		\$8,400 (CYF)	\$8,400
Total Personnel	\$106,676	\$142,735	\$297,969
Administration			
Provider Bookkeeper/payroll (\$1500)x3	\$4,500		\$4,500
Provider Bookkeeper/payroll fringe @.14	\$630		\$630
Contract Services		\$6,000 (TJ)	\$6,000
School Supports @ 3sites		\$75,000 (Sch. Dist.)	\$75,000
Total Administration	\$5,130	\$81,000	\$86,130
Provider/Site Supplies (\$600)	\$1,800	\$300 (TJ)	\$3,000
Provider/Site Materials (\$498)	\$1,494	\$300 (TJ)	\$1,950
Provider/Site Tele (\$300)	\$900		\$900
Provider/Site Insurance (\$1000)	\$3,000	\$1,000 (TJ)	\$4,000
Equipment		\$3,000 (TJ)	\$3,386
Other Direct/Audit (\$1000)	\$3,000	\$1,000 (TJ)	\$4,000
Provider/Site Mileage (\$1000)	\$3,000		\$3,000
Training		\$1,500(TJ)	\$1,500
Total Program Costs	\$13,194.00	\$7,100	\$21,736
Total Grant Costs	\$125,000	\$230,835	\$405,835

Application Cover Sheet

(Maximum 1 page)

Project Name: PreventNet Community Schools – URBAN

- Alder Creek MS (Milwaukie – North Clackamas School District)
- Rock Creek MS (Happy Valley – North Clackamas School District)
- Rowe MS (Milwaukie – North Clackamas School District)

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd., Oregon City, Oregon, 97045
Phone Number: 503-650-5678
Email: Rodcoo@clackamas.us

Grant Tier: Youth and Community Grant Tier I

Grant Amount: ~~\$175,000~~ \$75,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet (*maximum 1 page*)
2. A completed indicators of need sheet (*maximum 1 page*)
3. A completed equity sheet (*maximum 2 pages*)
4. A completed logic model, sheets 1-4 (*maximum 7 pages*)

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Sites – URBAN Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average	X	Rowe MS: 40%
Free and reduced price lunch eligible students as a percent of all students above the statewide average	X	Rowe MS: 71% AVG. (ACMS, RCMS, RMS): 57%
Number of homeless students (in the district) as a percent of district enrollment above the statewide average		
Students with disabilities as a percent of all students above the statewide average	X	Alder Creek MS: 24% Rock Creek: 15% Rowe MS: 20% AVG. (3 schools): 20%
Limited English proficient students as a percent of all students above the statewide average	X	Rock Creek: 26% Rowe MS: 60% AVG. (3 Schools): 20%
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	Disparities in dropout, graduation, completion, attendance, school performance for Economically Disadvantaged, English Learners, Disabilities, Hispanic Students at all 3 schools
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average	X	Milwaukie: 5% Happy Valley: 1.8%
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average	X	
Attendance rates of students below the statewide average	X	Alder Creek MS: 79% Rowe MS: 78% AVG. (3 Schools): 81%
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average	X	Alder Creek MS: 61% Rock Creek: 67% Rowe MS: 58% AVG. (3 schools): 62%
Percent of students meeting or exceeding on statewide assessments in math below the statewide average	X	Alder Creek MS: 51% Rowe MS: 50% AVG. (3 schools): 55%
Percent of students meeting or exceeding on statewide assessments in science below the statewide average	X	Alder Creek MS: 46% Rock Creek: 62% Rowe MS: 57% AVG. (3 schools): 56%
Opportunity Youth rates above the statewide average		

Equity

(Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/El Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

The PreventNet community and school sites qualify for funding based upon Oregon Youth Development Council indicators of need as they compare on the state level. Overall, these include minority student populations, Free/reduced lunch eligibility, homeless student population, students with disabilities, limited English proficiency. The URBAN PreventNet Community School sites at Alder Creek (Milwaukie), Rowe (Milwaukie), and Rock Creek (Happy Valley) have high numbers of traditionally underserved populations and the services proposed in this application will specifically target students that are economically disadvantaged, English learners, students with disabilities, and Hispanic/Latino students to reduce disparities in attendance and school performance.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 60 high risk youth per site, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and then whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in culturally specific programming, as needed. Over the years, PreventNet participants have demonstrated 85-90% success rates. In all cases, bi-lingual staff and culturally competent organizations, evidence-based interventions and events are utilized to increase student success rates.

To build the PYDC's capacity to provide equitable services, members participate on Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to

access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the backbone organization for the PYDC Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between “all” students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the community level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with Collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access appropriate local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In-school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1

(Maximum 2 pages)

How is the Community Defined?

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact. Community Grants are expected to track individual and/or community outcomes associated the defined community.

The URBAN PreventNet Community Schools community is the North Clackamas School District – Alder Creek MS and Rowe MS in Milwaukie, and Rock Creek MS in Happy Valley. For this application, services are proposed the middle school level in one currently operating PreventNet Community School site and two proposed sites. Key features of the community include:

North Clackamas School District – Milwaukie – Alder Creek Middle School

ACMS has approximately 1,000 students and has been a PreventNet Community School site for 9 years. School Wellness Survey results for Alder Creek demonstrate potential issues around school climate and safety – 70-90% of students have seen/heard bullying (both verbal and physical), and over half of 6th and 8th grad students have experienced harassment in the previous 30 days (relating to race/ethnicity, sexual orientation, friends, appearance, etc.). Almost 7% of 6th graders and 21% of 8th graders report having been offered, sold or given an illegal drug at school.

North Clackamas School District – Milwaukie – Rowe Middle School

Rowe MS has a student population of 955 students, 40% of whom are part of a minority group. Almost two-thirds of students are economically disadvantaged (61%), quarter of the school is Hispanic (60%), and 18 different languages are spoken by students. Principal Mario Alba just concluded his first year as principal. He is concerned about the low overall performance in reading, math and science and particularly the scores of economically disadvantaged students, English learners, students with disabilities, Hispanic/Latino and other minority students. He envisions, along with other PreventNet services, strong after-school programming with a structured, academic focus.

North Clackamas School District – Happy Valley – Rock Creek Middle School

Rock Creek MS serves 848 students. The language learner population at Rock Creek includes both Hispanic and Russian/Eastern European in roughly equal proportions, and a small number of Vietnamese. Principal John Brooks describes the school as transitioning from a “more privileged” school to “less privileged”, and, as a consequence, is at the threshold of having increased difficulties in terms of student behavior, grades, attendance, etc.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families more accessible as well. Clackamas Positive Youth Development Collective has focused primarily on the middle school level, where the major transitions occur (elementary to middle and middle to high school), except for one high school level PreventNet site in Milwaukie, making it the only district where there exists a full continuum of PreventNet supports from elementary school early learning site at Lot Whitcomb to Alder Creek MS, and to Putnam HS. Partners in the Collective have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in terms of long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention

Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service providers provide technical assistance and expertise in terms of the practical application of decisions made by PYDC. The organizations represented are: Todos Juntos, Oregon City School District, North Clackamas School District, Oregon Trail School District, Canby School District, Estacada School District, Clackamas Community College, Living Room, Youth Move CC, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Children's Center, PFLAG/GLSTEN, Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community endeavor and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources)

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting (baseline will be established)

Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting (baseline will be established)

Youth are safe and supported in the school environment

- Measured by an increase in the % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* (“very much” or “pretty much true” response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* (“zero days” response)

Youth have opportunities

- Measured by...# and % of youth participating in career exploration, leadership, community service, youth mentoring (both mentees and mentors) activities.

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The activities proposed in this application are URBAN PreventNet Community School sites:

- North Clackamas School District
 - Alder Creek Middle School: *site has been operating in Milwaukie since 2005*
 - Rowe Middle School: *proposed site in Milwaukie*
 - Rock Creek Middle School: *proposed site in Happy Valley*

The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the URBAN PreventNet Community School partnership include the principals and staff of each school, Northwest Family Services, (non-profit service provider that employs the community school coordinators at the site), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, as well as PYDC as a whole. The Community School model achieves the separate goals of PYDC partners – each accomplishes individual missions through work at the sites and, at the same time, achieve the goal of the Collective – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. In the short-term, students attend school consistently; are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; are healthy (physically/socially/emotionally); live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with these "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention
 - Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
At Alder Creek MS URBAN site, 60 at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	60 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	60 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
		By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)	N/A	
Assist with organization of career exploration, leadership, community service, youth mentoring activities	60 CORE YOUTH and other students at Alder Creek MS will participate in career exploration, leadership, and mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, and mentoring activities will report favorable attitude toward school and increase engagement (survey instrument)	N/A	
Universal Service				
At each site 200 students (total 600), including 60 CORE YOUTH will attend prevention /promotion events	Implement evidence-based prevention curricula to reduce risky behaviors and improve decision-making skills. Pre and post tests will be administered and demographics will be reported	By June 30, 2015, 85% of participants will demonstrate increased knowledge and resistance skills (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

Category Reduced 57% from \$175,000 to \$75,000	1. Grant Funds	2. Mutually Reinforcing Leveraged/In-kind Funds	3. Total Budgeted Amount
Personnel			
Site Coordinator(s) 1FTE (\$37,000@10 months)	\$30,833		\$30,833
Site Coordinator(s) (\$7,770) Fringe @.21	\$6,475		\$6,475
Site Program Supervisor .16 FTE	\$9,334		\$9,334
Site Program Supervisor Fringe @.21	\$1,960		\$1,960
Site Support (.08 FTE)	\$2,600		\$2,600
Site Support fringe (.21)	\$689		\$689
Intern support (4 hr x \$9.50 x 36 weeks)	\$1,368		\$1,368
Intern support fringe (.21)	\$287		\$287
Skill Groups TOT		\$9,191(JUV)	\$9,191
Mental Health Aide TOT@12FTE		\$23,880 (BH)	\$23,880
Certified Prevention Specialist .33FTE		\$29,860 (CYF)	\$29,860
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo@ .02FTE		\$1,800 (C-Tech)	\$1,800.00
School Base Health Centers		\$21,609 (Health Center)	\$21,609
Equitable Services Coord. @.10FTE		\$9,049 (CYF)	\$9,049
Innovation Grant -Rowe Hispanic Dropout Prevention		\$50,000(CYF)	\$50,000
YDC System Coordinator (.333FTE)	\$9,000		\$9000
YDC System Coordinator Fringe @.40		\$8,400 (CYF)	\$8,400
Total Personnel	\$62,546	\$185,039	\$247,585
Administration			
Provider Bookkeeper/payroll	\$2,730		\$2,730
Provider Bookkeeper/payroll fringe @.21	\$574		\$574
School Support @ 3 schools		\$35,000 (Sch. Dist.)	\$35,000
Total Administration	\$3,304	\$35,000	\$38,304
Provider/Site Supplies	\$1,000		\$1,000
Provider/Site Materials	\$1,250		\$1,250
Provider/Site Tele	\$500		\$500
Provider/Site Insurance		\$275 (NWFS)	\$275
Equipment	\$1,200	\$1,300 (NWFS)	\$2,500
Other Direct			
Provider/Site Mileage	\$3,000		\$3,000
Snacks	\$1,200	\$1,800 (NWFS)	\$3,000
Staff Training	\$1,000	\$500 (NWFS)	\$1,500
Total Program Costs	\$9,150	\$3,875	\$19,150
Total Grant Costs	\$75,000	\$223,914	\$298,914

Application Cover Sheet

(Maximum 1 page)

Project Name: PreventNet Community Schools – Molalla
• Molalla River MS – Molalla River School District

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd., Oregon City, Oregon, 97045
Phone Number: 503-650-5678
Email: Rodcoo@clackamas.us

Grant Tier: Youth and Community Grant Tier 2
Grant Amount: \$50,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet *(maximum 1 page)*
2. A completed indicators of need sheet *(maximum 1 page)*
3. A completed equity sheet *(maximum 2 pages)*
4. A completed logic model, sheets 1-4 *(maximum 7 pages)*

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Site: Molalla River MS Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average		
Free and reduced price lunch eligible students as a percent of all students above the statewide average		
Number of homeless students (in the district) as a percent of district enrollment above the statewide average		
Students with disabilities as a percent of all students above the statewide average	X	<i>18% of Molalla River MS students with disabilities</i>
Limited English proficient students as a percent of all students above the statewide average		
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	<i>Disparities in dropout, attendance, school performance for Economically Disadvantaged, English Learners, Students with Disabilities, Hispanic Students</i>
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average		
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average		
Attendance rates of students below the statewide average	X	<i>78% attendance rate at Molalla River MS (12/13)</i>
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average	X	<i>65% meet/exceed state assessment standards</i>
Percent of students meeting or exceeding on statewide assessments in math below the statewide average		
Percent of students meeting or exceeding on statewide assessments in science below the statewide average		
Opportunity Youth rates above the statewide average		

Equity

(Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/EI Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these groups include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

PreventNet Sites qualify for funding based upon indicators of need as they compare on the state level. Overall, these include minority student populations, Free/reduced lunch eligibility, homeless student population, students with disabilities, limited English proficiency. The PreventNet Community School site at Molalla River MS qualifies for Tier 2 funding based upon four indicators of need: percent of students with disabilities (18%); disparities in dropout, attendance, and school performance for economically disadvantaged, English learners, students with disabilities, and Hispanic/Latino students compared to all students; attendance (78%); and statewide assessment for reading (65%), which is also lower than the state. The services proposed in this application for PreventNet Community School services at Molalla River MS will target underserved populations to reduce disparities, increase attendance and raise the percent of students meeting statewide assessment standards in reading.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 50 high risk youth, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in support services as needed. Over the years, PreventNet participants have demonstrated 85-90%

success rates. In all cases, culturally responsive resources, interventions and events will be utilized to increase student success rates.

To build PYDC's capacity to provide equitable services, members participate Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the backbone organization for the Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between "all" students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the environmental level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access these local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1*(Maximum 2 pages)***How is the Community Defined?**

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact. Community Grants are expected to track individual and/or community outcomes associated the defined community.

The community identified for services in this application is Molalla River School District – specifically Molalla River Middle School, which has been a PreventNet Community School Site since 2001. MRMS serves 525 students from 6th to 8th grade (12/13). Roughly 22% of students are minority (of any race/ethnicity), 15% are Hispanic/Latino, 41% are economically disadvantaged, 53% qualify for free/reduced lunch, and 14% of students are English learners. Molalla River MS subgroup populations (economically disadvantaged, English learners, students with disabilities, and Hispanic students) perform considerably worse on state tests as compared to all students.

In addition to the indicators required to qualify for funding at the Tier 2 level, Molalla River Oregon Healthy Teen data provide additional insight into student issues and reasons for continued funding as a PreventNet site. Eighth grade OHT responses (2013) identify higher than state rates (5.5%) for missing school one or more days because of feeling unsafe at school or going to or from; 18% of 8th graders had their first drink at 13 years, 16% had at least one drink in the past 30 days, 9% had 5+ drinks in a row within a couple of hours in the past 30 days, 3% of students reported prescription drug use 1-2 times in the past 30 days, 8% used cigarettes, and 7% used marijuana. Forty percent of MRMS 8th graders do not meet PYD benchmarks.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda for the Clackamas Positive Youth Development Collective (PYDC) effort is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success at the same levels as youth without complex challenges, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families more accessible as well. Middle School is the primary focus of PYDC, as it is the center point of the major school transitions (elementary to middle and middle to high school). School partners have identified these transitions as particularly difficult periods of adjustment – many youth do not bridge them successfully. PYDC partners have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service organizations provide technical assistance and expertise in terms of equity and practical application of decisions made by PYDC. The organizations represented are: Hispanic Interagency Network Team (HINT), Clackamas County Diversity Leadership Council, Gladstone School District, Oregon City School District, North Clackamas School District, Oregon Trail School District, Canby School District, Estacada School District, Molalla River SD, Molalla Communities That Care, Clackamas Community College, Living Room, Youth Move CC, Gladstone Youth Coalition, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Todos Juntos, Children's Center, PFLAG/GLSTEN,

Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community effort and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources)

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting

Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting

Youth are safe and supported in the school environment

- Measured by an increase in the # and % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* ("very much" or "pretty much true" response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* ("zero days" response)

Youth have opportunities

- Measured by the # and % of youth participating in career exploration, leadership, community service, civic engagement, youth mentoring (both mentees and mentors) activities...

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The proposed service/activity for this application is PreventNet Community School services at Molalla River Middle School in Molalla (originally established in 2001). The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Molalla River Middle School PreventNet Community School partnership include Principal Mike Nelson and staff, Todos Juntos, (non-profit service provider that employs the community school coordinators at the site), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, as well as PYDC as a whole. The Community School model achieves the separate goals of PYDC partners – each accomplishes it's individual missions through work at the sites and, at the same time, achieve the goal of the Collective – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. In the short-term, students attend school consistently; are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; are healthy (physically/socially/emotionally); live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug (A&D) prevention/early intervention/referral, mental health assessment, support/referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building youth groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, parenting classes, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention
 - Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

YOUTH & YOU

Oregon Youth Development Council

What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
50 at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	50 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	50 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
		By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)	N/A	
Universal Service				
At each site 200 students, including 50 CORE YOUTH will attend prevention /promotion events	Plan and implement 2 youth-led prevention / promotion events (positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career day, etc.)	By June 30, 2015, 90% students participating in universal activities will report favorable attitude towards school (survey instrument)	N/A	
At each site, assist with organization of career exploration, leadership, community service, youth mentoring activities	50 CORE YOUTH and other students at each site will participate in career exploration, leadership, community service, and youth mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, community service, and youth mentoring activities will report favorable attitude toward school and increased engagement (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

It is important to note that at the amount requested in the Molalla River Middle School PreventNet Community School Youth and Community application (\$50,000), PreventNet services are not funded at the optimal level. Contracts have typically been \$60,000 (yearly) with additional monetary support for drug and alcohol prevention/early intervention. Some of the deficit may be covered by discretionary funds contributed by community partners, however Clackamas PYDC and Backbone organization (CYF) will seek additional resources to adequately fund PreventNet Community Schools.

Category	1. Grant Funds	2. Mutually Reinforcing Leveraged/In-kind Funds	3. Total Budgeted Amount
Personnel			
Site Coordinator(s)	\$30,000	\$4,000 (CYF)	\$34,000
Site Coordinator(s) (\$4,760) Fringe	\$4,760	0	\$4,760
Site Program Supervisor(s).	\$3,000	\$3,000 (TJ)	\$6,000
Site Program Supervisor (\$974)	\$420	\$420 (TJ)	\$840
Skill Groups TOT		\$3,064 (JUV)	\$3,064
Mental Health Aide		\$7,960 (BH)	\$7,960
Certified Prevention Specialist		\$9,049 (CYF)	\$9,049
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo		\$1,800 (C-Tech)	\$1,800
School Base Health Centers		\$7,203 (Health Centers)	\$7,203
Equitable Services		\$9,049 (CYF)	\$9,049
YDC System Coord.(.12FTE)	\$6,000		\$6,000
YDC System Coord. Fringe @.40		\$2,400 (CYF)	\$2,400
Total Personnel	\$44,180	\$79,195	\$123,375
Administration			
Provider Bookkeeper/payroll	\$1,500		\$1,500
Provider Bookkeeper/payroll	\$210		\$210
Contract Services		\$2,000 (TJ)	\$2,000
School Support		\$12,000 (Sch. Dist.)	\$12,000
Total Administration	\$1,710	\$14,000	\$15,710
Provider/Site Supplies (\$700)	\$700	\$300	\$1000
Provider/Site Materials (\$500)	\$500	\$500	\$1000
Provider/Site Tele (\$300)	\$300		\$300
Equipment		\$1,000	\$1,000
Provider/Site Insurance (\$1000)	\$1,000		\$1,000
Other Direct/Audit	\$910	\$90	\$1,000
Provider/Site Mileage (\$700)	\$700	\$300	\$1,000
Training		\$500	\$500
Total Program Costs	\$4,110	\$2,690	\$6,800
Total Grant Costs	\$50,000	\$95,885	\$145,885

Application Cover Sheet

(Maximum 1 page)

Project Name: PreventNet Community Schools – Oregon City
• Gardiner MS – Oregon City School District

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd., Oregon City, Oregon, 97045
Phone Number: 503-650-5678
Email: Rodcoo@clackamas.us

Grant Tier: Youth and Community Grant Tier 3

Grant Amount: \$25,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet *(maximum 1 page)*
2. A completed indicators of need sheet *(maximum 1 page)*
3. A completed equity sheet *(maximum 2 pages)*
4. A completed logic model, sheets 1-4 *(maximum 7 pages)*

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Site: Oregon City – Gardiner MS Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average		
Free and reduced price lunch eligible students as a percent of all students above the statewide average		
Number of homeless students (in the district) as a percent of district enrollment above the statewide average	X	<i>3.48% homeless rate – Oregon City School District</i>
Students with disabilities as a percent of all students above the statewide average	X	<i>17% of GMS students</i>
Limited English proficient students as a percent of all students above the statewide average		
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	<i>Disparities in dropout, attendance, school performance for Economically Disadvantaged, English Learners, Students with Disabilities, Hispanic Students</i>
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average		
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average		
Attendance rates of students below the statewide average		
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average		
Percent of students meeting or exceeding on statewide assessments in math below the statewide average		
Percent of students meeting or exceeding on statewide assessments in science below the statewide average		
Opportunity Youth rates above the statewide average		

Equity*(Maximum 2 pages)***Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.**

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/El Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

PreventNet Sites qualify for funding based upon indicators of need as they compare on the state level. Overall, these include minority student populations, Free/reduced lunch eligibility, homeless student population, students with disabilities, limited English proficiency. The PreventNet Community School site at Gardiner MS qualifies for Tier 3 funding based upon three indicators of need: the homeless student rate (3.48%), students with disabilities (17%), and disparities in dropout rates, and school performance for students that are economically disadvantaged, English learners, students with disabilities, and Hispanic/Latino students compared to all students. The services proposed in this application for PreventNet Community School services at Rex Putnam HS will target these underserved populations to reduce disparities in school performance, dropout and graduation rates.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 25 high risk youth per site, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and then whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in culturally specific programming, as needed. Over the years, PreventNet participants have demonstrated 85-90% success rates. In all cases, bi-lingual staff and culturally competent organizations, evidence-based interventions and events are utilized to increase student success rates.

YOUTH & YOU

Oregon Youth Development Council

To build the PYDC's capacity to provide equitable services, members participate on Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the backbone organization for the PYDC Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between "all" students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the community level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with Collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access appropriate local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In-school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1*(Maximum 2 pages)***How is the Community Defined?**

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact. Community Grants are expected to track individual and/or community outcomes associated the defined community.

The community identified for services in this application is Oregon City School District – specifically Priority Youth in Gardiner Middle School, which has been a PreventNet Community School Site since 2008. Characteristics of Gardiner Middle School include:

During the 2012/2013 academic year, Gardiner served 838 students. Approximately 25% of the student population is minority – 14% are Hispanic/Latino and 11% are English learners. About 40% of students are economically disadvantaged. The indicators qualifying this proposal for Tier 3 funding are the homeless student rate (3.48%), students with disabilities (17%), and significant disparities between all students and those who are economically disadvantaged, English learners, students with disabilities, and minority students and in particular, Latino/Hispanic students (other racial/ethnic populations at GMS are very small).

Gardiner MS Student Wellness Survey data on school attachment, suicide thoughts/attempts, alcohol use and other risky behaviors for adds to the argument for continuation of PreventNet Community School services. Attachment measures show that almost 30% of 8th graders skipped school in the previous 30 days, 44% think that school work is meaningful, 47% like school, and 63% think that what they are learning in school is important for them later in life. Approximately 17% of students reported seriously considering suicide – 10% had attempted. Substance use measures demonstrate that GMS students consider it very easy or easy to get cigarettes (42%), alcohol (48%), marijuana (38%), or other illicit drugs (15%). Principal Kelly Schmidt offered informal school referral information to underscore the impact of PreventNet services at Gardiner – the school has seen some improvement on youth needs that can be attributed to PreventNet support. In 2013/2014 academic year, there were 200 less referrals than previous years for three grades – 6th, 7th and 8th. Six years ago, before the Gardiner PreventNet site was established, the number of referrals was approaching 1000 for two grade levels.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda for the PYDC effort is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success at the same levels as youth without complex challenges, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families more accessible as well. Middle School has been the primary focus of PYDC – the center point of the major school transitions (elementary to middle and middle to high school). Partners in the Clackamas Positive Youth Development Collective have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in terms of long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service organizations provide technical assistance and expertise in terms of equity and practical application of decisions made by PYDC. The organizations represented are: Hispanic Interagency Network Team (HINT), Clackamas County Diversity Leadership Council, Oregon City School District, North Clackamas School District, Oregon Trail

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School District, Canby School District, Estacada School District, Clackamas Community College, Living Room, Youth Move CC, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Todos Juntos, Children's Center, PFLAG/GLSTEN, Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community endeavor and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources)

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting (baseline will be established)

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Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting (baseline will be established)

Youth are safe and supported in the school environment

- Measured by an increase in the % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* ("very much" or "pretty much true" response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* ("zero days" response)

Youth have opportunities

- Measured by...# and % of youth participating in career exploration, leadership, community service, youth mentoring (both mentees and mentors) activities.

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The proposed service/activity for this application is PreventNet Community School services at Gardiner Middle School in Oregon City (established in 2008). The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Gardiner Middle School PreventNet Community School partnership include the principal and staff at GMS, Northwest Family Services, (non-profit service provider that employs the community school coordinators at the site), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, as well as the PYDC leadership group as a whole. The Community School model achieves the goals of each of the PYDC partners – they carry out their individual missions through work at the sites and, at the same time, achieve the collective goal of the combined group – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. In the short-term, students attend school consistently; are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; are healthy (physically/socially/emotionally); live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with these "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention
 - Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

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What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
25 at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	25 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	25 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
		By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)	N/A	
Universal Service				
At each site 200 students, including 25 CORE YOUTH will attend prevention /promotion events	Plan and implement 2 youth-led prevention / promotion events (positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career day, etc.)	By June 30, 2015, 90% students participating in universal activities will report favorable attitude towards school (survey instrument)	N/A	
At each site, assist with organization of career exploration, leadership, community service, youth mentoring activities	25 CORE YOUTH and other students at each site will participate in career exploration, leadership, community service, and youth mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, community service, and youth mentoring activities will report favorable attitude toward school and increased engagement (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

It is important to note that at the amount requested in this application (\$25,000), PreventNet is not funded at the optimal level. Contracts have typically been \$60,000 (yearly) with additional monetary support for drug and alcohol prevention/early intervention. Some of the deficit may be covered by discretionary funds contributed by community partners, however Clackamas PYDC and the backbone organization (CYF) will seek additional resources to adequately fund PreventNet Community Schools.

Category	1. Grant Funds	2. Mutually reinforcing leveraged/in-kind funds	3. Total Budgeted Amount
Personnel			
Site Coordinator(s) .4FTE	\$12,800	\$1,200 (NWFS)	\$14,000
Site Coordinator(s) (\$6,718) Fringe @.21	\$2,688	\$252 (NWFS)	\$2,940
Site Program Supervisor(s) .08FTE (\$56,000)	\$4,480	0	\$4,480
Site Program Supervisor (\$11,760) Fringe @.21	\$941	0	\$941
Skills Groups TOT		\$3,064 (JUV)	\$3,064
Mental Health Aide TOT@1Trainings		\$7,960 (BH)	\$7,960
Certified Prevention Specialist .10FTE		\$9,049 (CYF)	\$9,049
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo		\$1,800 (C-Tech)	\$1,800
School Base Health Centers		\$7,203 (Health Centers)	\$7,203
Equitable Services Coord. @.10FTE		\$9,049 (CYF)	\$9,049
YDC System Coord. @.06FTE	\$3,000		\$3,000
YDC System Coordinator Fringe @.40		\$2,400 (CYF)	\$2,400
Total Personnel	\$23,909	\$73,227	\$97,136
Administration			
Provider Bookkeeper/payroll	\$641	\$479	\$1,120
Provider Bookkeeper/payroll fringe @.21	\$	\$235	\$235
School Support		\$12,000(Sch. Dist.)	\$12,000
Total Administration	\$641	\$12,714	\$13,355
Provider/Site Supplies (\$250)	\$250	\$250 (NWFS)	\$500
Provider/Site Materials	\$	\$250 (NWFS)	\$250
Provider/Site Tele	\$	\$340 (NWFS)	\$340
Provider/Site Insurance	\$	\$110 (NWFS)	\$110
Equipment		\$333 (NWFS)	\$333
Other Direct/Audit	\$	\$200 (NWFS)	\$200
Provider/Site Mileage (357miles @.56 per mile)	\$200	\$200 (NWFS)	\$400
Snacks		\$400 (NWFS)	\$400
Staff Training		\$400 (NWFS)	\$400
Total Program Costs	\$450	\$2,483	\$2,933
Total Grant Costs	\$25,000	\$88,424	\$113,424

Application Cover Sheet

(Maximum 1 page)

Project Name: PreventNet Community Schools
• Rex Putnam High School – Milwaukie

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd., Oregon City, Oregon, 97045
Phone Number: 503-650-5678
Email: Rodcoo@clackamas.us

Grant Tier: Youth and Community Grant Tier 3

Grant Amount: \$25,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet *(maximum 1 page)*
2. A completed indicators of need sheet *(maximum 1 page)*
3. A completed equity sheet *(maximum 2 pages)*
4. A completed logic model, sheets 1-4 *(maximum 7 pages)*

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Site: Rex Putnam High School Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average		
Free and reduced price lunch eligible students as a percent of all students above the statewide average		
Number of homeless students (in the district) as a percent of district enrollment above the statewide average		
Students with disabilities as a percent of all students above the statewide average		
Limited English proficient students as a percent of all students above the statewide average		
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	<i>Disparities in dropout, attendance, school performance for Economically Disadvantaged, English Learners, Students with Disabilities, Hispanic Students</i>
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average	X	<i>5% juvenile referral rate – Milwaukie</i>
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average		
Attendance rates of students below the statewide average		
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average		
Percent of students meeting or exceeding on statewide assessments in math below the statewide average		
Percent of students meeting or exceeding on statewide assessments in science below the statewide average		
Opportunity Youth rates above the statewide average		

Equity

(Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/El Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

PreventNet communities and sites qualify for funding based upon indicators of need as they compare on the state level. Overall, these include minority student populations, free/reduced lunch eligibility, homeless student population, students with disabilities, and students with limited English proficiency. The services proposed in this application for PreventNet Community School services at Rex Putnam HS will specifically target students that are economically disadvantaged, English learners, students with disabilities, and Hispanic/Latino students to reduce disparities in school performance, dropout and graduation rates.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 25 high risk youth, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and then whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in culturally specific programming, as needed. Over the years, PreventNet participants have demonstrated 85-90% success rates. In all cases, bi-lingual staff and culturally competent organizations, evidence-based interventions and events are utilized to increase student success rates.

To build the PYDC's capacity to provide equitable services, members participate on Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to

access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the backbone organization for the PYDC Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between "all" students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the environmental level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access these local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In-school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1

(Maximum 2 pages)

How is the Community Defined?

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact Community Grants are expected to track individual and/or community outcomes associated the defined community.

The community identified for services in this application is Milwaukie – specifically Rex Putnam High School, which has been a PreventNet Community School Site since 2008. RPHS serves 1,196 students from (12/13) – roughly 24% of students are minority (of any race/ethnicity), 13% are Hispanic/Latino, 39% are economically disadvantaged, 45% qualify for free/reduced lunch, 13% of students are English learners – a total of 21 languages are spoken. RPHS subgroup populations fare worse on measures of being on track, graduation, completion, and dropout as compared to all students (economically disadvantaged, English learners, students with disabilities, and Hispanic, American Indian/Alaska Native, Asian, Black/African American, students (although ethnic/racial minority populations other than Latino/Hispanic are very small).

In addition to the indicators required to qualify for funding at the Tier 3 level, Rex Putnam HS Oregon Healthy Teen data provide additional insight into student issues and reasons for continued funding as a PreventNet site. According to 2013 data Rex Putnam students fare worse than state averages on several measures, including skipping school – 38% of students have skipped 1-15 days; mental/emotional health – 33% reported psychological distress lasting 2 weeks, 15% had considered suicide, 3+% reported attempting suicide; 21% reported past 30 day alcohol use (1-2 days), 24% marijuana use (1-19 days), and 3% reported prescription drug use (3-9 days).

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda for the PYDC effort is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success at the same levels as youth without complex challenges, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families are more accessible as well. Middle School is the primary focus of PYDC – the center point of the major school transitions (elementary to middle and middle to high school). Rex Putnam is the only exception, making North Clackamas SD the only district where there exists a continuum of PreventNet supports from early childhood (Lot Whitcomb Elementary PreventNet site), which is a feeder school to Alder Creek MS PreventNet, which in turn, feeds Putnam HS PreventNet. Partners in the Clackamas Positive Youth Development Collective have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in terms of long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service organizations provide technical assistance and expertise in terms of equity and practical application of decisions made by PYDC. The organizations represented are: Hispanic Interagency Network Team (HINT), Clackamas County Diversity Leadership Council, Gladstone School District, Oregon City School District, North Clackamas School District, Oregon Trail School District, Canby School District, Estacada School District, Molalla Communities That Care, Clackamas Community College, Living Room, Youth Move CC, Oregon City Together, Gladstone Youth Coalition, Vibrant

YOUTH & YOU

Oregon Youth Development Council

Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Todos Juntos, Children's Center, PFLAG/GLSTEN, Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community endeavor and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting

Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting

Youth are safe and supported in the school environment

- Measured by an increase in the % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* (“very much” or “pretty much true” response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* (“zero days” response)

Youth have opportunities

- Measured by the # and % of youth participating in career exploration, leadership, community service, youth mentoring (both mentees and mentors) activities.

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The proposed service/activity for this application is PreventNet Community School services at Rex Putnam High School in Milwaukie (established in 2008). As a site in Milwaukie, Putnam completes the continuum of PreventNet services from the Early Learning PreventNet site at Lot Whitcomb, which is a feeder school for the PreventNet site at Alder Creek MS, which in turn, is a feeder school to Putnam.

The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Rex Putnam High School PreventNet Community School partnership include the principal and staff, Northwest Family Services, (non-profit service provider that employs the community school coordinators at the site), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, as well as PYDC as a whole. The Community School model achieves the separate goals of PYDC partners – each accomplishes individual missions through work at the sites and, at the same time, achieve the goal of the Collective – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. In the short-term, students attend school consistently; are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; are healthy (physically/socially/emotionally); live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug (A&D) prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with these "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention
 - Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
25 at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	25 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	25 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)		N/A		
Universal Service				
At each site 200 students, including 25 CORE YOUTH will attend prevention/promotion events	Plan and implement 2 youth-led prevention / promotion events (positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career day, etc.)	By June 30, 2015, 90% students participating in universal activities will report favorable attitude towards school (survey instrument)	N/A	
At each site, assist with organization of career exploration, leadership, community service, youth mentoring activities	25 CORE YOUTH and other students at each site will participate in career exploration, leadership, community service, and youth mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, community service, and youth mentoring activities will report favorable attitude toward school and increased engagement (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

It is important to note that at the amount requested in the Rex Putnam Middle School PreventNet Community School Youth and Community application (\$25,000), PreventNet services are not funded at the optimal level. Contracts have typically been \$60,000 (yearly) with additional monetary support for drug and alcohol prevention/early intervention. Some of the deficit may be covered by discretionary funds contributed by community partners, however Clackamas PYDC and Backbone organization (CYF) will seek additional resources to adequately fund PreventNet Community Schools.

Category	1. Grant Funds	2. Mutually reinforcing leverage/in-kind	3. Total Budgeted Amount
Personnel			
Site Coordinator(s) .4FTE (\$31,990)	\$12,800	\$1,200 (NWFS)	\$14,000
Site Coordinator(s) (\$6,718) Fringe @.21	\$2,688	\$252 (NWFS)	\$2,940
Site Program Supervisor(s) .08FTE (\$56,000)	\$4,480	0	\$4,480
Site Program Supervisor (\$11,760) Fringe @.21	\$941	0	\$941
Skills Groups TOT		\$3,064 (JUV)	\$3,064
Mental Health Aide TOT@1Trainings		\$7,960 (BH)	\$7,960
Certified Prevention Specialist .10FTE		\$9,049 (CYF)	\$9,049
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo		\$1,800 (C-Tech)	\$1,800
School Base Health Centers		\$7,203 (Health Centers)	\$7,203
Equitable Services Coord. @.10FTE		\$9,049 (CYF)	\$9,049
YDC System Coord. @.06FTE	\$3,000		\$3,000
YDC System Coordinator Fringe @.40		\$2,400 (CYF)	\$2,400
Total Personnel	\$23,909	\$73,227	\$97,136
Administration			
Provider Bookkeeper/payroll (\$56,000)@.02FTE)	\$641	\$479	\$1,120
Provider Bookkeeper/payroll fringe @.21	\$	\$235	\$235
School Support		\$12,000(Sch. Dist.)	\$12,000
Total Administration	\$641	\$12,714	\$13,355
Provider/Site Supplies (\$250)	\$250	\$250 (NWFS)	\$500
Provider/Site Materials	\$	\$250 (NWFS)	\$250
Provider/Site Tele	\$	\$340 (NWFS)	\$340
Provider/Site Insurance	\$	\$110 (NWFS)	\$110
Equipment		\$333 (NWFS)	\$333
Other Direct/Audit	\$	\$200 (NWFS)	\$200
Provider/Site Mileage (357miles @.56 per mile)	\$200	\$200 (NWFS)	\$400
Snacks		\$400 (NWFS)	\$400
Staff Training		\$400 (NWFS)	\$400
Total Program Costs	\$450	\$2,483	\$2,933
Total Grant Costs	\$25,000	\$88,424	\$113,424

Application Cover Sheet

(Maximum 1 page)

Project Name: PreventNet Community Schools – Gladstone
• Kraxberger MS – Gladstone School District

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd., Oregon City, Oregon, 97045
Phone Number: 503-650-5678
Email: Rodcoo@clackamas.us

Grant Tier: Youth and Community Grant Tier III

Grant Amount: \$25,000

Note: This is a single fiscal year grant for the second half of the 2013-2015 biennium. In future biennia, grant award limitations will be twice the amount and cover both biennial fiscal years.

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 10 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

1. A completed application cover sheet *(maximum 1 page)*
2. A completed indicators of need sheet *(maximum 1 page)*
3. A completed equity sheet *(maximum 2 pages)*
4. A completed logic model, sheets 1-4 *(maximum 7 pages)*

Indicators of Need Sheet

(Maximum 1 page)

PreventNet Community School Site: Gladstone – Kraxberger MS Application Eligibility Indicators

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average		
Free and reduced price lunch eligible students as a percent of all students above the statewide average		
Number of homeless students (in the district) as a percent of district enrollment above the statewide average		
Students with disabilities as a percent of all students above the statewide average		
Limited English proficient students as a percent of all students above the statewide average		
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	<i>Disparities in dropout, attendance, school performance for Economically Disadvantaged, English Learners, Students with Disabilities, Hispanic Students</i>
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average		
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average		
Attendance rates of students below the statewide average	X	<i>80% attendance rate at Kraxberger (12/13)</i>
Drop-out rate above the statewide average		
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average		
Percent of students meeting or exceeding on statewide assessments in math below the statewide average	X	<i>62% meet or exceed expectations</i>
Percent of students meeting or exceeding on statewide assessments in science below the statewide average		
Opportunity Youth rates above the statewide average		

Equity

(Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals have participated in discussions and planning for creating a system of equitable services and how best to achieve this for the Clackamas Positive Youth Development Collective (PYDC) initiative involving PreventNet Community Schools. Ideally, this will influence the way that work is accomplished in all areas of human service. Partners in the PYDC and overall county effort include leaders, practitioners, and advocates from the Diversity Leadership Council (BCC appointed citizens representing Hispanic, Black, Russian, Transgendered, Low Income, and Disabled communities, families), HINT-Hispanic Interagency Network Team (Hispanic practitioners), Todos Juntos (culturally responsive non-profit with a dropout prevention focus), Los Niños Cuentan (culturally responsive non-profit serving families in crisis), Public Health (Promotoras, outreach health educators, focus on underserved), School Based Health Centers, Catholic Charities/EI Programa Hispano (culturally responsive non-profit serving rural families in crisis), Behavioral Health (health promotion, education, resources), Juvenile Department (culturally responsive diversion panels/case workers), The Living Room (youth led LGBTQ support, education, resources), Youth Move (peer led mental health/addiction recovery, education/vocational resources), PFLAG (LGBTQ support, education, advocacy), Health Share of Oregon (Coordinated Care Organization, cultural diversity committee focusing on equitable access), GLSTEN – Gay Lesbian Straight Education Network, Northwest Family Services (culturally responsive non-profit focus on dropout prevention, employment, stable families), and Housing Authority (low income families).

Additionally, the county-wide and local community drug and alcohol prevention coalitions have also agreed to contribute to the Collective effort as partners. Representation on these include local law enforcement, faith, media, school health, government, students, parents, civic/fraternal, business, city, and non-profits. The range of leadership involved in the planning and implementation of equity strategies is truly reflective of the vast diversity of Clackamas County.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

PreventNet Sites qualify for funding based upon indicators of need as they compare on the state level. Overall, these include minority student populations, Free/reduced lunch eligibility, homeless student population, students with disabilities, limited English proficiency. The PreventNet Community School site at Kraxberger will target these underserved populations to reduce disparities in school performance, attendance, dropout and graduation rates.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The overall approach of the Collective effort is to use the community school model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community agencies and organizations. These partnerships result in improved student wellness and learning; stronger, more engaged families; and safer communities. In the PreventNet version of the community schools model, culturally responsive non-profit organizations employ a site coordinator at each school site, whose role is to organize programming and services from external service providers, aligning these with school and student needs. They cultivate new partnerships, assess student and family needs, and evaluate the impact of services provided at the site. Using student data and a risk screening tool, the site coordinator works with school staff to identify a minimum of 25 high risk youth, who are connected to needed resources, academic assistance, prevention and/or early intervention services, and then whose progress is monitored regularly. Students are encouraged to access universal activities and/or engage in culturally specific programming, as needed. Over the years, PreventNet participants have demonstrated 85-90% success rates. In all cases, bi-lingual staff and culturally competent organizations, evidence-based interventions and events are utilized to increase student success rates.

To build the PYDC's capacity to provide equitable services, members participate on Health Share of Oregon's Cultural Competence Workgroups and the State's DELTA (Developing Equity Leadership through Training and Action) program to access and integrate state-of-the-art culturally responsive strategies. Finally, Children, Youth & Families Division, the

backbone organization for the PYDC Collective, uses the National Standards for Culturally and Linguistically Appropriate Services (CLAS) as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

A major focus of the work of PreventNet Community Schools is to reduce disparities in test scores, graduation rates, dropout rates, attendance, etc. between “all” students and those who are economically disadvantaged, have limited English proficiency, or who are a typically underserved race/ethnicity – as these disparities exist in varying degrees for students in every district and school in Clackamas County. To achieve this end at the community level, PYDC is committed to focusing its work on advocating for policies that promote equity in association with Collective partners and other local/state advocacy groups; Working to target investments that help to close the opportunity gap; Building equitable, trusting relationships with and among youth, schools, families, and communities; Establishing child and youth outcomes that focus on equity and achievement and sharing accountability for these; Using data to identify inequities and searching for effective solutions; Promoting a shared vision that reflects and understanding of equity.

At the direct service level, PreventNet Community Schools reduce disparate outcomes for youth by building a local system of supports, specifically targeting high-risk youth to access appropriate local supports, and implementing universal prevention strategies to promote a culture of support, safety, and success for all students.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School system was established in 2001, and utilizes a holistic approach that addresses multiple developmental domains – physical and psychological safety, healthy lifestyle, intellectual development, a sense of belonging and self-efficacy, and positive peer and adult relationships. In-school programming includes mentoring, homework assistance, after school activities and recreation, culturally specific clubs and affinity groups, cognitive skills development groups, and care coordination, which is organized and managed by connecting youth to services provided by Collective partners – mental health, physical health, and a wide array of social services and interventions. Examples of successful activities are Latina/Latino cultural groups, culturally specific drug/alcohol groups, multi-cultural events and clubs, culturally specific parent engagement events that are organized by minority student school leaders, etc. Principals, counselors, and staff at PreventNet site schools testify to its success in leveling the playing field for at-risk and high-risk populations. Informal evaluations provided by the schools show that attendance, engagement, and achievement has improved, and the number of behavioral referrals have been reduced – in some cases significantly. Measures are being put into place to account for these successes in more formalized ways. PreventNet outcomes have consistently shown that 85-90% of youth served improve behaviorally and academically.

Cross-system efforts include the creation of two Latino Diversion Panels that create an opportunity for youth to have their first-time juvenile referral diverted to the local community, using bi-lingual and bi-cultural staff. This system change eliminated the disparity between the number of Latino youth entering the juvenile justice system compared to White, non-minority youth by creating a culturally specific, sustainable Diversion program administered by local non-profit organizations. Another success involved the development of an afterschool recreation program for minority youth to increase protective factors and develop pro-social activities. This program resulted in a significant reduction in recidivism rates for participants.

Local Drug and Alcohol Coalition successes include several variations of PhotoVoice, a positive youth development strategy that equips students to advocate for healthy living. On these projects, high-risk youth partner with high achievers to document community conditions, create and implement a message campaign. Youth participating in these projects report increased civic and community engagement, and improved critical thinking and decision-making skills.

Logic Model Sheet 1*(Maximum 2 pages)***How is the Community Defined?**

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, describe how the community is defined. This should align with the larger Collective Impact. Community Grants are expected to track individual and/or community outcomes associated with the defined community.

The community identified for services in this application is Gladstone School District – specifically Kraxberger Middle School, which has been a PreventNet Community School Site since 2010. KMS serves 517 students from 6th to 8th grade (12/13). Close to 28% of students are minority (of any race/ethnicity), 16% are Hispanic/Latino, 52% are economically disadvantaged, 48% qualify for free/reduced lunch, and 12% of students are English learners. Although the school's overall rating is slightly above the state average, the sub-populations at Kraxberger score considerably worse on state tests than the overall population (economic disadvantage, English learners, students with disabilities, and Hispanic students (Black students also score low, but make up only 2% of the student population)).

In addition to the indicators required to qualify for funding at the Tier 3 level, Kraxberger Student Wellness Survey and Oregon Healthy Teen data provide additional insight into student issues and reasons for continued funding as a PreventNet site. Eighth grade OHT response (2013) reveals 30 day substance use that is significantly higher than the state for tobacco (10%), alcohol (22%), binge drinking (12%), marijuana use (17%), and prescription drugs (5%). Kraxberger students also report harassment at higher rates on all measures, including: for any reason (45%), race/ethnicity (7.1%), unwanted sexual attention/comments (11%), someone thought they were gay/lesbian/bisexual (10%), appearance (24%), and friends (16%). Students score worse than the state on all measures of emotional health as well, including sadness/hopelessness for 2 weeks or longer (33%), suicide ideation (24%), and suicide attempt (14%). PreventNet services are necessary for continued support and care coordination/referral for at-risk/high risk students.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The community's common agenda is for youth of Clackamas County to be safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack parental support, or who are marginalized because of language, minority status, sexual orientation or identity. These youth have the ability to achieve academically and attain life success, but may need extra support to realize their capacity to do so.

School is an ideal setting for offering a continuum of services and resources — youth are accessible, services can be made available to them at the place where they spend much of their time, and families more accessible as well. Clackamas Positive Youth Development Collective has focused primarily on the middle school level, where the major transitions occur (elementary to middle and middle to high school). Partners in the Collective have committed to developing ways to strategically coordinate the efficient use of existing resources within PreventNet Community School settings. In doing so, outcomes can be improved for youth – both academically and in terms of long-term life success.

Community partners in this effort include members of the Positive Youth Development Collective (PYDC) Leadership – Molly Aleshire/CTEC Youth Services, Jill Archer/CC Mental Health, Lennie Bjornsen/Gladstone School District, Maurita Johnson/DHS, Mary Clark/DHS, Rodney Cook/CC Children, Youth & Families, Ellen Crawford/CC Juvenile Department, Amy Evans/Workforce Investment Council, Rose Fuller/Northwest Family Services, Dana Lord/CC Public Health, Ami Margolin Rome/North Clackamas Education Foundation, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Prevention Coalition/CC Safe Communities, Amy Penkin/LifeWorks NW, Elizabeth Russell/Clackamas County Prevention Coalition/Oregon City Together, Lana Shotwell/Clackamas County Prevention Coalition/Trillium Family Services, and Aeylin Summers/North Clackamas School District.

A larger group of direct service providers provide technical assistance and expertise in terms of the practical application of decisions made by PYDC. The organizations represented are: Todos Juntos, Oregon City School District, North Clackamas School District, Oregon Trail School District, Canby School District, Estacada School District, Clackamas Community College, Living Room, Youth Move CC, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth (DEFY), Children's Center,

PFLAG/GLSTEN, Morrison Child and Family Services, Metropolitan Family Services, Beautiful Savior Lutheran Church, and SQUIRES. Additional recruitment for this advisory ancillary services group continues.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

The communication plan has been established on and across several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous system feedback. Clear communication among system partners will be key to coordinating efforts and mutual objectives so as to make the biggest impact on outcomes for youth. PYDC Leadership has been meeting since April 2014 to discuss the PreventNet Community School System in Clackamas County to identify a common agenda and strategize coordination of reinforcing activities. It will meet quarterly for site updates and ongoing evaluation of services and coordination. PYDC partners have committed resources to support the effort and enhance the PreventNet system – including both cash and/or in-kind contributions. Memoranda of Understanding are being developed among PYDC partners to clarify roles and to formalize commitment to the Collective Impact enterprise – these will be reviewed and revised yearly, or as necessary.

The communication plan also includes a means for the larger service community to meet regularly to discuss community trends and emerging issues and develop ways to refer clients across disciplines efficiently. They provide input, advice, and technical assistance in the development and expansion of the PreventNet System, and to trouble-shoot service concerns and coordination issues. The group will report to PYDC quarterly, or as necessary, and will also facilitate a yearly, county-wide community assessment.

A third level of communication involves the PreventNet Community School partners at each site – a local Collective Impact group – which includes school administration and staff, non-profit contractors, and system coordinator (a function of the Backbone organization, CYF). At this level, site progress can be monitored using school data reports on a weekly/monthly basis, ensuring that adjustments can be made quickly as trends emerge. School staff know which students are struggling will identify those most in need of assistance. MOUs will be developed at this level as well, which will facilitate transitions if there are staffing changes at the school. Site development and service outcomes will be shared with the Community and PYDC groups on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites in their respective communities. Outreach to students, families, school administrative staff, and the larger community will ensure that everyone knows that PreventNet services are available at the school and how to access them. This component of communication will involve participation in faculty and youth service team meetings, direct communication with school counselors, principal, and school admin, Parent Teacher Organization engagement activities, surveys of students, parents, school personnel, PreventNet Community School Brochure development, etc.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division staff will provide the organizational infrastructure critical to the long-term success of this community endeavor and has many years of experience serving in this role. Since 1993, it has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. It's capacity for data collection/analysis/reporting, program implementation and evaluation, as well as business savvy in terms of contract development/negotiation/execution/monitoring, and resource development/grant-writing skills make it uniquely qualified to provide the backbone support to the effort.

Logic Model Sheet 2

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Mutually reinforcing activities of the PYDC include, by agency:

Clackamas County Health, Housing & Human Services

- **Behavioral Health Division (Jill Archer)** – Mental Health First Aid training, MH coordination meetings with youth service providers
- **Public Health (Dana Lord)** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, Sandy; Gladstone Health Clinic; Tobacco, STI, and other Public Health prevention and education programming; asthma management
- **Community Health (Tracy Garell)** – access to physical behavioral health assessments and treatment for non-OHP, suicide prevention training, wellness/prevention activities (Sandy, Oregon City School Based Health Centers)
- **Children, Youth & Families (Rodney Cook)** – system development/oversight, fiscal administration; convening, engagement/ mobilization; grant-writing expertise; coordinated equity outreach (.02 FTE); comprehensive community linkages

Clackamas County Juvenile Department (Ellen Crawford) – Cognitive Skills groups (community-based) and Training of Trainers; Gang education and prevention, city diversion panels

DHS Local Office (Maurita Johnson) – yearly mandatory reporting training, care coordination (TANF, SNAP resources)

Gladstone School District (Lennie Bjornsen) – potential for small discretionary funds (Gladstone MS); resource development (GSD) (grants, donations, volunteers, etc.), facilities, office space, supplies

North Clackamas Education Foundation (Ami Margolin Rome) – data collection support; possible small grants to support special projects (NCSD)

Clackamas County Prevention Coalition (Jordan Turel) – Student Wellness Improvement Project, A&D prevention activities

- **Trillium Family Services (Lana Shotwell)** – coordinated access to mental health services for individuals/groups
- **Oregon City Together Coalition (Elizabeth Russell)** – potential for A&D funding for small projects in Oregon City School District
- **Safe Communities Clackamas County (Patty McMillan)** – safety education on a variety of topics (transportation, preparedness, first aid/CPR, internet safety, cyber-bullying, gang prevention, etc.), career exploration, life skills class presentations

Workforce Investment Council of Clackamas County (Amy Evans) – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo

- **C-TEC Youth Services (Molly Aleshire)** – potential for “Core” youth career transitions into C-TEC programming

Northwest Family Services (Rose Fuller) – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), Youth Summer Camp, resource development

These partners support CYF as the backbone support organization for the PYDC effort and, as such, CYF will orchestrate the resources each partner has committed to support the positive youth development system in Clackamas County. This will be accomplished through regular communication with schools to determine where specific resources are needed, and also with service providers, so that their time and resources are managed efficiently and cost effectively.

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Coordination of collective resources

- Measured by...# and % increase of services delivered to youth and their families within the PreventNet Community School setting (baseline to be established)

Services are equitable

- Measured by...# and % increase of traditionally underserved youth and their families accessing services in the PreventNet Community School setting (baseline to be established)

Youth are safe and supported in the school environment

- Measured by an increase in the % of students responding to the Student Wellness Survey/Oregon Healthy Teen questions:
 - *At least one teacher or other adult at school really cares about me* ("very much" or "pretty much true" response)
 - *During the past 30 days, on how many days did you not go to school because you felt you would be unsafe at school or on your way to or from school?* ("zero days" response)

Youth have opportunities

- Measured by the # and % of students participating in career exploration, leadership, community service, youth mentoring (both mentees and mentors) activities

Logic Model Sheet 3

(Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The proposed service/activity for this application is PreventNet Community School services at Kraxberger Middle School in Gladstone (established in 2010). The Clackamas County PreventNet System is based upon the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Kraxberger Middle School PreventNet Community School partnership include Principal Nancy Bailey and staff, Northwest Family Services, (non-profit service provider that employs the community school coordinators at the site), Clackamas County Children, Youth & Families Division, Clackamas County Behavioral Health, Clackamas County Juvenile Department, as well as PYDC as a whole. The Community School model achieves the separate goals of PYDC partners – each accomplishes individual missions through work at the sites and, at the same time, achieve the goal of the Collective – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.*

Research evaluating the Community Schools model demonstrates positive outcomes for youth in both the short and long-term. In the short-term, students attend school consistently; are actively engaged in learning and their community; families are involved in their children's education; and schools are engaged with families and communities. In the long-term, students succeed academically; are healthy (physically/socially/emotionally); live and learn in a safe, supportive, stable environment.

The array of services for youth and their families at the PreventNet Community School sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug (A&D) prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

PreventNet Community School Site Coordinators have three primary roles:

- System Development
 - Recruit volunteers from the community to provide homework tutoring support, serve as mentors, and to lead structured extracurricular activities, and conduct career exploration activities.
 - Develop a peer mentoring program to facilitate at-risk students' transitions from elementary school to middle school and from middle school to high school.
 - Coordinate with work force career focused organizations to arrange career exploration presentations, workplace field trips, etc.
- Case coordination and mentoring at-risk youth
 - Work with the school staff at each site and use school achievement and outcome data to target the most at-risk students for services.
 - Connect them and their families to appropriate resources in the community (basic necessities, A&D/MH assessment/treatment, etc.)
 - Serve as a mentor and positive adult role model, working one-on-one with these "core" youth to set achievable goals, follow up with them personally on at least a weekly basis, and monitor their progress (attendance, grades, etc.).
- Universal prevention
 - Plan and coordinate additional resources to increase student engagement and school safety. Depending upon school needs, these could include safe space training and bullying prevention education/curricula, establishing peer support and affinity groups, organizing A&D prevention events and activities, etc.

YOUTH & YOU

Oregon Youth Development Council

What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.) that are expected to occur for the activities funded through this application. Please provide an overview of the outcomes that are expected to occur as a result of the activities funded through this application. These outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Baseline 2013/2014	
Direct Service				
25 at-risk students (CORE YOUTH) are targeted for core services (Low academic achievement, Minority, low attendance rates, behavioral issues)	25 at-risk/core youth will be connected to a minimum of 1 appropriate intervention (mental health, physical health, tutoring, alternative activities, etc.)	By June 30, 2015, 80% of CORE YOUTH with low attendance will improve by 10% (baseline 2013/14 attendance data)		
		By June 30, 2015, 80% of Latino CORE YOUTH grades will improve by half a grade point (baseline 2013/14 school data)		
	25 at-risk/core youth and their families are connected to a minimum of 1 community resources (Faith, DHS, County Services, etc.)	By June 30, 2015, 85% of CORE YOUTH and/or their families will have been connected to appropriate resources because of PreventNet Community Schools (baseline from 13/14 case file records)		
	Provide 3 community presentations to recruit volunteers for mentoring, homework tutoring, and to lead extracurricular activities to improve academic performance and school engagement. By June 30, 2015, recruit at least 2 volunteers to lead after school activities.	By June 30, 2015, 85% of CORE YOUTH will participate in extracurricular activities	N/A	
		By June 30, 2015, 85% of CORE YOUTH participating in extracurricular activities will report increased school attachment (survey instrument)	N/A	
Universal Service				
At each site 200 students, including 25 CORE YOUTH will attend prevention /promotion events	Plan and implement 2 youth-led prevention / promotion events (positive social norms campaign, safe environment dances, afterschool activities, motivational assemblies, career day, etc.)	By June 30, 2015, 90% students participating in universal activities will report favorable attitude towards school (survey instrument)	N/A	
At each site, assist with organization of career exploration, leadership, community service, youth mentoring activities	25 CORE YOUTH and other students at each site will participate in career exploration, leadership, community service, and youth mentoring activities	By June 30, 2015, 85% of students participating in career exploration, leadership, community service, and youth mentoring activities will report favorable attitude toward school and increased engagement (survey instrument)	N/A	
School Contributions				
	Office space, access to school infrastructure-committees, student information, material and supplies, intervention teams, facilities.	By June 30, 2015, 95% of PreventNet Coordinators will report increased partnership with school site.	N/A	
Backbone Organization				
Increase System Coordination	System coordination-monthly meetings with site coordinators to trouble shoot issues, liaison between sites and system partners.	By June 30, 2015, 95% of site coordinators will report increase in system efficiency.	N/A	
Increase Accountability	Contract oversight	By June 30, 2015, 85% success rate over all YDC contracts	N/A	
Increase Sustainability	Grant writing, Fundraising	By June 30, 2015, sustainability plan in place. 3% increase in new funds.	N/A	
Development of a directory of community resources with service descriptions	SurveyMonkey, aggregate findings, produce document	By November 30, 2014, distribute resource directory to 100% of Collective and partnering schools.	N/A	

Logic Model Sheet 4

(Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

It is important to note that at the amount requested in the Kraxberger Middle School PreventNet Community School application (\$25,000), PreventNet services are not funded at the optimal level. Contracts have typically been \$60,000 (yearly) with additional, in-kind monetary support for drug and alcohol prevention/early intervention. Some of the deficit may be covered by discretionary funds contributed by community partners, however Clackamas PYDC and Backbone organization (CYF) will seek additional resources to adequately fund PreventNet Community Schools.

Category	1. Grant Funds	In-kind contribution	3. Total Budgeted Amount
Personnel			
Site Coordinator(s) .4FTE (\$31,990)	\$12,800	\$1,200 (NWFS)	\$14,000
Site Coordinator(s) (\$6,718) Fringe @.21	\$2,688	\$252 (NWFS)	\$2,940
Site Program Supervisor(s) .08FTE (\$56,000)	\$4,480	0	\$4,480
Site Program Supervisor (\$11,760) Fringe @.21	\$941	0	\$941
Skills Groups TOT		\$3,064 (JUV)	\$3,064
Mental Health Aide TOT@1Trainings		\$7,960 (BH)	\$7,960
Certified Prevention Specialist .10FTE		\$9,049 (CYF)	\$9,049
Drug/Alcohol Prevention @.25FTE		\$31,250 (Local Coalitions)	\$31,250
Career Expo		\$1,800 (C-Tech)	\$1,800
School Base Health Centers		\$7,203 (Health Centers)	\$7,203
Equitable Services Coord. @.10FTE		\$9,049 (CYF)	\$9,049
YDC System Coord. @.06FTE	\$3,000		\$3,000
YDC System Coordinator Fringe @.40		\$2,400 (CYF)	\$2,400
Total Personnel	\$23,909	\$73,227	\$97,136
Administration			
Provider Bookkeeper/payroll (\$56,000)@.02FTE)	\$641	\$479	\$1,120
Provider Bookkeeper/payroll fringe @.21	\$	\$235	\$235
School Support		\$12,000(Sch. Dist.)	\$12,000
Total Administration	\$641	\$12,714	\$13,355
Provider/Site Supplies (\$250)	\$250	\$250 (NWFS)	\$500
Provider/Site Materials	\$	\$250 (NWFS)	\$250
Provider/Site Tele	\$	\$340 (NWFS)	\$340
Provider/Site Insurance	\$	\$110 (NWFS)	\$110
Equipment		\$333 (NWFS)	\$333
Other Direct/Audit	\$	\$200 (NWFS)	\$200
Provider/Site Mileage (357miles @.56 per mile)	\$200	\$200 (NWFS)	\$400
Snacks		\$400 (NWFS)	\$400
Staff Training		\$400 (NWFS)	\$400
Total Program Costs	\$450	\$2,483	\$2,933
Total Grant Costs	\$25,000	\$88,424	\$113,424



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M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 18, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Board Order for the Abandonment of the Legalization Process for a Portion of Megan Avenue, County Road Number 2581 (DTD No. 63002)

Purpose/Outcomes	Terminates the legalization of a portion of Megan Avenue
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	Not legalizing this portion of Megan Avenue has no negative impact on the traveling public.
Duration	Upon execution; Permanent
Previous Board Action	06/14/12: BCC Approval of Order 2012-043 initiating the legalization of this portion of Megan Avenue
Contact Person	Greg Petersen, Survey/CADD Supervisor, 503-742-4672

BACKGROUND

Pursuant to ORS 368.201-368.221, the County initiated the legalization of a portion of Megan Avenue, County Road No. 2581, by Clackamas County Board Order No. 2012-043. After the legalization of the road was initiated, the County acquired an Easement for Road and Right of Way purposes by document No. 2014-17211, Clackamas County Clerk's Office for the portion of Megan Avenue that was to be legalized. With the right of way acquired by document No. 2014-17211 the road as-traveled is no longer outside of the road right of way lines, thus eliminating the need for the legalization procedures to continue.

ORS 368.216(1) states "After considering matters presented in a proceeding to legalize a road under ORS 368.201 to 368.221, a county governing body shall determine whether legalization of the road is in the public interest and shall enter an order abandoning or completing the legalization procedures on the road." With the County's acquisition of the above mentioned Easement for Road Right of Way purposes, and considering all other matters regarding the legalization of Megan Avenue, it appears that it is in the public interest to abandon the legalization procedures for the road.

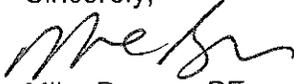
County Counsel has reviewed and approved this action.

Y900

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order to abandon the legalization of a portion of Megan Avenue, County Road Number 2581, DTD Number 63002.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Greg Petersen at 503-742-4672.

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

In the matter of Abandoning the
Legalization of a portion of Megan
Avenue, County Road No. 2581,
DTD Road Maintenance No. 63002,
Located in the NW 1/4 of Section 6,
Township 6 South, Range 3 East, W.M.
Clackamas County, Oregon



Order No.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that, pursuant to ORS 368.201 to ORS 368.221, the legalization of a portion of Megan Avenue, County Road No. 2581, was initiated by Clackamas County Board Order No. 2012-043; and,

It further appearing to the Board that after the legalization of the road was initiated, the County acquired an Easement for Road and Right of Way purposes by document No. 2014-17211, Clackamas County Clerks Office, for the portion of Megan Avenue that was to be legalized; and

It further appearing to the Board that with the right of way acquired by document No. 2014-17211, the road as-traveled is no longer outside of the road right of way lines, thus eliminating the need for the legalization procedures to continue; and

It further appearing to the Board that pursuant to ORS 368.216(1), which states "After considering matters presented in a proceeding to legalize a road under ORS 368.201 to 368.221, a county governing body shall determine whether legalization of the road is in the public interest and shall enter an order abandoning or completing the legalization procedures on the road;" and

It further appearing to the Board that with the acquisition of the above mentioned Easement for Road Right of Way purposes and after considering all other matters regarding the legalization of Megan Avenue that it is in the public interest to abandon the legalization procedures for the road; now therefore,

IT IS HEREBY ORDERED that in accordance with ORS 368.216(1) the legalization procedures initiated by Board Order 2012-043 for Megan Avenue, County Road No. 2581, DTD Maintenance No. 63002 is hereby abandoned and closed.

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

In the matter of Abandoning the
Legalization of a portion of Megan
Avenue, County Road No. 2581,
DTD Road Maintenance No. 63002,
Located in the NW 1/4 of Section 6,
Township 6 South, Range 3 East, W.M.
Clackamas County, Oregon



Order No.
Page 2 of 2

ADOPTED the 18th day of September, 2014.

BOARD OF COUNTY COMMISSIONERS

CHAIR

Recording Secretary



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M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 18, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. 30296
with Oregon Department of Transportation for Right of Way Services for the
East Barlow Trail Road at Milepost 6.0 Project**

Purpose/Outcomes	Defines the roles and responsibilities of the County and ODOT relating to acquiring right of way for the East Barlow Trail Road at Milepost 6.0 project.
Dollar Amount and Fiscal Impact	Total Project Phase Cost Estimate: \$61,000 Road Fund Match (10.27%): \$6,265
Funding Source	FHWA Emergency Relief Program County Road Fund
Safety Impact	Completion of this project restores the roadway embankment section to its condition prior to the storm events.
Duration	Execution until completion of the project
Previous Board Action	08/25/11: BCC Approval of IGA 27884 for 2011 Emergency Relief Program Project Funding 06/05/14: BCC Approval of IGA 27884 Amendment No. 1 for additional Emergency Relief Program Project Funding
Contact Person	Joel Howie, Project Manager 503-742-4658

BACKGROUND:

Following the January 2011 storm events, portions of Lolo Pass Road, East Barlow Trail Road and Zig Zag Bridge were compromised. These roads and the bridge are all part of the county road system and under the jurisdiction of Clackamas County. County staff requested federal funding through the Emergency Relief Program (ERP) and Federal ERP funds were granted. The last cost estimate for these projects was \$2,529,000. The County Road Fund is responsible for approximately \$259,728 in match to complete these projects.

The attached proposed agreement is a customary step in the project delivery process for federally funded projects. This agreement is specifically for right of way services for the East Barlow Trail Road Milepost 6.0 project. This agreement gives the County authority to conduct all right of way negotiations and acquisitions and the Oregon Department of Transportation to perform oversight. The total cost of right of way acquisition for this project, and the total project cost, remain unchanged.

This IGA has been reviewed and approved by County Counsel.

Y909

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement for Right of Way Services for the East Barlow Trail Road Milepost 6.0 project.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Joel Howie at 503-742-4658

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**
East Barlow Trail Road at Milepost 6.0

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain East Barlow Trail Road is under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. N/A, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 27884 (Key No. 16638). Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 27884, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of \$5,000.00, including all expenses, unless agreed upon by both Parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) calendar years following the date of final execution, on

which date this Agreement automatically terminates unless extended by a fully executed amendment.

3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. If the State performs right of way services on behalf of the Agency, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Shannon Fish, Region 1-Right of Way Project Manager, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8433, shannon.fish@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.
3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.
4. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
5. Agency's right of way contact person for this Project is Kath Rose, Right of Way, Clackamas County Dept. of Transportation & Development, 150 Beavercreek Rd., DSB,

Oregon City, OR 97045, kathros@co.clackamas.or.us, (503) 742-4713, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$5,000.00. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a

period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of 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 Agency on the one hand and of 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. If federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 27884 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Attorney

Date _____

Agency Contact:

Joel Howie, Civil Engineering Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4658
jhowie@co.clackamas.or.us

State Contact:

Shannon Fish, Region 1
Right of Way, Project Manager
123 NW Flanders Street
Portland, OR 97209
(503) 731-8433
shannon.fish@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is
to be done by State)

By N/A
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, Agency shall provide State with a status report of the Project monthly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation shall be

included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Hazardous Materials Study within project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Corridor study indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to State.

- e. Agency shall be responsible for arrangement of any necessary remediation.
- f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

4. Appraisal:

- a. Agency shall conduct the valuation process of properties to be acquired.
- b. Agency shall perform the Appraisal Reviews.
- c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.

5. Negotiations:

- a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Agency and State.
- c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

6. Relocation:

- a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
- b. Agency shall make all relocation and moving payments for the Project.
- c. Agency shall perform the relocation appeal process.

C. Closing Phase

- 1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and

making all payments. State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.

2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land.

E. Condemnation

1. Agency may offer mediation if the parties have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. Agency is responsible for passage of a resolution substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.
4. Where State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agency agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agency's name. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

If applicable, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- | | |
|---|---|
| <ul style="list-style-type: none">1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for | <p>commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|---|---|

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

ii. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person,

other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not

discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all

qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is

subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

WHEREAS Clackamas County may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the Clackamas County's governing body to accomplish public purposes for which Clackamas County has responsibility;

WHEREAS Clackamas County has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as East Barlow Trail Road at Milepost 6.0 have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by Clackamas County Board of Commissioners:

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The Clackamas County's staff and the Agency's Attorney are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the Clackamas County Board of Commissioners.
4. Clackamas County expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of _____, 20__



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NANCY S. BUSH
 DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

September 18, 2014

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

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Cooperative Agreement with Skyview Acres Water Company for the use of
Clackamas County Emergency Notification System

Purpose/Outcomes	The Cooperative Agreement between Clackamas County and Skyview Acres Water Company provides the basis for a cooperative working relationship for the activation of the Clackamas County Emergency Notification System (CCENS) at the request of Skyview Acres Water Company for the use of sending emergency notifications to their customers.
Dollar Amount and Fiscal Impact	Skyview Acres Water Company will reimburse Clackamas County for any CCENS usage charges resulting from requested activations. There is no cost to Clackamas County or Skyview Acres Water Company to enter into the agreement.
Funding Source	No funds are required to administer this agreement.
Safety Impact	Approving this agreement will allow Skyview Acres Water Company to send emergency notifications to their customers in an expedient manner.
Duration	The agreement is effective from the date of signing by all parties with automatic annual renewals.
Previous Board Action	The Board of County Commissioners approved an Intergovernmental agreement with the Boring Water District and the City of West Linn for the use of CCENS on March 22, 2012, agenda item D.1.
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

Clackamas County Emergency Management and Clackamas County 9-1-1 employ CCENS, a “reverse 9-1-1” style system, to direct life safety related emergency notifications to citizens in Clackamas County.

The Cooperative Agreement with Skyview Acres Water Company provides a cooperative working relationship for the activations of CCENS for emergency notifications as requested by Skyview Acres Water Company. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes Nancy Bush, the Emergency Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

Nancy Bush
 Nancy Bush, Director

**COOPERATIVE AGREEMENT
BETWEEN
CLACKAMAS COUNTY AND SKYVIEW ACRES WATER COMPANY**

Purpose

- A. This Agreement is entered into between Clackamas County (County), through its Emergency Management (CEEM) Department and the Communications Department (CCOM) and Skyview Acres Water Company for the cooperation of units of local government under the authority of ORS Chapter 190.

- B. This Agreement provides the basis for a cooperative working relationship for the activation of the Twenty First Century Communications Community Notification System at the request of Skyview Acres Water Company for the use of emergency notifications to their customers. The project consists of: (1) pre-loading the Skyview Acres Water Company Customer database into the Twenty First Communications server on a quarterly basis; (2) the development of pre-recording messages as determined by Skyview Acres Water Company on an as needed basis; (3) activating the public notification system as requested by Skyview Acres Water Company for life-safety situations; (4) providing activation reports and summaries as requested by Skyview Acres Water Company; and (5) reimbursement by Skyview Acres Water Company of usage charges as a result of the activation to Clackamas County Emergency Management.

Scope of Cooperation

- A. Skyview Acres Water Company agrees to:
 - 1. Coordinate customer contact database quarterly updates with Emergency Management liaison.
 - 2. Assign a liaison to work with Emergency Management.
 - 3. Provide text for requested pre-recorded messages.
 - 4. Reimburse Clackamas County for any usage charges resulting from activations requested by Skyview Acres Water Company.

- B. County agrees to:
 - 1. Provide for the administration, coordination and evaluation of the Project.
 - 2. Upload customer contact databases and recorded messages in a timely manner.
 - 3. Provide reasonable and necessary staff for administration and activations. If Emergency Management personnel are not available

COOPERATIVE AGREEMENT

to activate the public notification system, C-COM personnel will perform the activation.

4. Provide activation reports and summaries during and after activations in a timely manner.
 5. Provide an invoice to Skyview Acres Water Company of actual usage charges within 60 days of the activation.
- C. County and Skyview Acres Water Company agree to jointly review all issues, design developments, specifications, and documents for the Project.

Compensation

- A. County will only be compensated for the usage charges resulting from activations requested by Skyview Acres Water Company. The activation rate at the time of the signing of this agreement is \$0.22 per minute. The rate is subject to change based upon charges from Twenty-first Century Communications.
- B. There will be no other terms of compensation.

Liaison Responsibility

Liaison from County for the Project will be:

Jamie Hays
Clackamas County Emergency Management
2200 Kaen Rd.
Oregon City, OR 97045
503-655-8378 jhays@clackamas.us

Liaison from Skyview Acres Water Company will be:

Karey Milne
Skyview Acres Water Company
PO Box 2072
Sandy, OR 97055
503-622-5560 mtnquail@mthoodnet.com

Indemnification and Insurance

Skyview Acres Water Company agrees to indemnify, defend, and hold harmless the County, and its officers, agents and employees, against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising from performance of this agreement.

COOPERATIVE AGREEMENT

Skyview Acres Water Company shall obtain, at its own expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage must be able to be applied to, and used for, the indemnity provision provided under this agreement. Alternatively, Skyview Acres Water Company may maintain self-insurance as provided by Oregon law in lieu of the commercial liability insurance in order to ensure their ability to comply with the indemnity provisions of this agreement.

Other Terms

- A. Compliance with Laws. County and Skyview Acres Water Company agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.

Term of Agreement

- A. This agreement becomes effective when it is signed by both parties and automatically renews annually.

Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.

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Approval of Previous Business Meeting Minutes:

August 7, 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, August 7, 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**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Special Presentation Regarding the Upcoming County Fair – Lori Bothwell

I. CITIZEN COMMUNICATION

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

1. Les Poole, Clackamas County – spoke regarding Metro

II. PUBLIC HEARING

1. Order No. **2014-82** for the Consideration of Formation of an ORS 266 Parks and Recreation District Replacing the Current North Clackamas Parks and Recreation District at a Higher Permanent Rate

Gary Barth, Business and Community Services and Chris Storey, County Counsel presented the staff report including a PowerPoint.

Chair Ludlow opened the public hearing and stated there are some people signed up to speak.

1. Thelma Hagenmiller, Oak Grove – Compressing of taxing districts.
2. Doug Menke, Tualatin Hills Park and Recreation District spoke in support.
3. Les Poole, Clackamas County – has some concerns.
4. Dick Shook, Milwaukie – spoke in support.
5. Renee King, Clackamas – spoke in support.
6. David Cohen, Portland – spoke in support.
7. David Noble, Milwaukie – spoke in support.
8. Bob Keefer, Springfield – spoke in support.
9. Bill Monahan, Milwaukie City Manager, suggested districts for the Board.

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Board Order Referring to the Voters in November 2014, the question of Formation of a New ORS 266 Parks & Recreation District Replacing the Current North Clackamas Parks & Recreation district at a Higher Permanent Rate.

Commissioner Bernard: Second.

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

Clerk calls the poll:

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye - the motion passes 5-0.

III. DISCUSSION ITEMS

-NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Schrader: Move approval of the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Grant Agreement Amendment No. 2 from the State of Oregon Department of Human Services, Seniors and People with Disabilities Division, Senior Medicare Patrol Program to Provide Outreach, Education and Counseling about Medicare Fraud, Waste and Abuse – Social Services
2. Approval of an Amendment to the Intergovernmental Agreement with the City of Oregon City for the Francis Ermatinger Historic Rehabilitation Project – *Housing and Community Development*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and Colton School District for a School Resource Officer for the 2014-2015 School Year - *ccso*
3. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and North Clackamas School District for a School Resource Officer for the 2014-2015 School Year - *ccso*

C. Administration

1. Approval of Amendment No. 1 to the Personal Services Contract with Managing Results LLC for Strategic Planning Services - *Purchasing*

D. Employee Services

1. Approval of the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan

E. Department of Communications (C-COM)

1. Approval of a Global Lease Assignment Authorizing the Transfer of Radio Site Lease Agreements from Clackamas County to the Clackamas 800 MHz Radio Group

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:40

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