



AGENDA

Thursday, January 19, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-05

I. PUBLIC HEARING ON PROPOSED ZONING AND DEVELOPMENT ORDINANCE

(The following item(s) will be individually presented by County staff. Interested parties may appear and be heard during the testimony phase of any hearing. If a hearing is set for decision only, the evidence phase has been completed, so interested parties may no longer be heard. Applications or comments may be inspected, and calls or correspondence directed to, the Planning Division 150 Beaver Creek Road, Oregon City, Oregon 97045, (503) 742-4500.)

1. **ZDO-232** - A Proposed Legislative Text Amendment to the Clackamas County Comprehensive Plan and Associated Amendment to the Zoning and Development Ordinance (Larry Conrad and Martha Fritzie, Planning Division, Rhett Tatum, County Counsel)

Proposal:

ZDO-232 is a proposed legislative text amendment to the Clackamas County Comprehensive Plan and associated amendments to the Zoning and Development Ordinance (ZDO). The primary purpose of the proposed text amendments is to adopt the SE 172nd Ave. /SE 109th Drive Corridor Management plan into Chapter 5 of the County's Comprehensive Plan, which is the County's Transportation System plan (TSP). The Corridor Management Plan includes planned new road alignments and existing road improvements for the SE 172nd Ave. /SE 109th Drive corridor, including a new major arterial between those two existing arterials. The Corridor Management plan also contains recommended design elements for the corridor.

II. READING AND ADOPTION OF PREVIOUSLY APPROVED ZDO ORDINANCE *(No public testimony on this item)* (Rhett Tatum, County Counsel)

1. ZDO-231-Mobile Vending Units)

III. PREVIOUSLY APPROVED LAND USE BOARD ORDERS *(No public testimony on this item)* (Rhett Tatum, County Counsel)

1. Z0860-86-ZZ – Historic Landmark Overlay
2. Z1287-90-ZZ – Historic Landmark Overlay

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

-NO DISCUSSION ITEMS SCHEDULED

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

VI. HOUSING AUTHORITY CONSENT AGENDA

1. In The Matter of Writing Off Uncollectible Accounts for the Second Quarter of Fiscal Year 2012

VII. 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 - BH
2. Approval of a Behavioral Health Services Agreement with Catholic Community Services of Western Washington for Crisis Stabilization Services for Children, Intensive Community-Based Services for Children, and Respite Services for Children - BH
3. Approval of a Behavioral Health Services Agreement with Cedar Hills Psychiatric Hospital for Acute Inpatient Psychiatric Services - BH
4. Approval of a Behavioral Health Services Agreement with ColumbiaCare Services, Inc. for Outpatient Mental Health Services - BH
5. Approval of a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services – BH
6. Approval of Amendment # 2 to a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services - BH
7. Approval of a Behavioral Health Services Agreement with Portland DBT Program, PC for Outpatient Mental Health Services – BH
8. Approval of a Behavioral Health Services Agreement with Western Psychological & Counseling Services, PC for Outpatient Substance Abuse Services and Outpatient Mental Health Services - BH

B. Finance Department

1. Board Order No. _____ Establishing a Change Fund for Clackamas County Community Health - Sunnyside Health and Wellness Clinic
2. Board Order No. _____ Establishing a Change Fund for Clackamas County Community Health - Center Stone Clinic
3. Board Order No. _____ Creating a Petty Cash Account for Clackamas County Community Health - Sunnyside Health and Wellness Clinic
4. Board Order No. _____ Creating a Petty Cash Account for the Clackamas County Community Health - Center Stone Clinic

C. Department of Employee Services

1. Approval of the Labor Contract between Clackamas County and the Federation of Parole and Probation Officers (FOPPO)

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

VIII. WATER ENVIRONMENT SERVICES

1. Acceptance of Easements on Behalf of Clackamas County Tri-City Service District for the Holly Lane Culvert Replacement
2. Approval of a Professional Services Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Brown and Caldwell, Inc. for the Biosolids and Energy Program Development and Solids Handling Planning Efforts

IX. COMMISSIONERS COMMUNICATION

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

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



Planning & Zoning

Development Services Building

150 Beaver Creek Road | Oregon City, OR | 97045

Phone: (503) 742-4500 | Fax: (503) 742-4550

E-mail: zoninginfo@co.clackamas.or.us

Web: <http://www.clackamas.us/transportation/planning/>

Board of County Commissioners Land Use Hearing Item Summary

File Number: ZDO-232

Board of County Commissioners Hearing Date: January 19, 2012

PROPOSAL:

ZDO-232 is a proposed legislative text amendment to the Clackamas County Comprehensive Plan and associated amendments to the Zoning and Development Ordinance (ZDO). The primary purpose of the proposed text amendment is to adopt the SE 172nd Avenue/ SE 190th Drive Corridor Management Plan into Chapter 5 of the County's Comprehensive Plan, which is the County's Transportation System Plan (TSP). The Corridor Management Plan includes planned new road alignments and existing road improvements for the SE 172nd Avenue/SE 190th Drive corridor, including a new major arterial between those two existing arterials. The Corridor Management Plan also contains recommended design elements for the corridor.

The proposed Comprehensive Plan amendments would:

- Adopt the Corridor Management Plan, by reference
- Add and/or amend Policies, Goals and Table V-5 in Chapter 5 of the Comprehensive Plan to reference the Corridor Management Plan;
- Amend Appendix A, which lists documents adopted by reference and Appendix B, which lists additional supporting documents.
- Amend Table V-1 and Maps V-1a through V-3, V-7a&b and V-10 to reflect the new roadway alignments.

The primary purpose of the associated Zoning and Development Ordinance (ZDO) amendment is to enable the use of a cycle track as a type of bikeway, as envisioned in the design elements in the Corridor Management Plan. The proposed amendments to the ZDO would:

- Expand the definition of "bikeway" to include "cycle track." A cycle track is defined as an 'exclusive "grade-separated" bike facility, elevated above the street level using a low-profile curb and a distinctive pavement material.'
- Provide additional references to Chapters 5 & 10 of the Comprehensive Plan in ZDO Section 1007 (Roads & Connectivity) to strengthen the ties between the two documents.

This adoption proposal concludes an approximately 18-month planning process in which the county, Metro, and the cities of Happy Valley, Damascus, and Gresham worked cooperatively to create a series of planned roadway improvements that would meet the needs of expected future

travel demand, including providing for pedestrian, bicycle and transit travel. The result of this collaborative effort is the Corridor Management Plan.

RELATED PRIOR BCC ACTION:

On June 14, 2011, Larry Conrad, Principal Transportation Planner, met with the BCC to provide an update of the status of the development of corridor alignment alternatives and of the Corridor Management Plan. This study session was informational and therefore no specific direction was given by the Board.

On January 10, 2012, Larry Conrad again met with the BCC, along with Martha Fritzie, with the Planning & Zoning Division, to review background information about the Corridor Management Plan and provide the BCC with the opportunity to ask questions and familiarize themselves with the elements of the plan and the proposed new road alignments and road improvements prior to the hearing. Again, this study session was informational and no specific direction was given to staff.

PLANNING COMMISSION ACTION:

Staff held an informational work session with the Planning Commission (PC) on October 24, 2011. A public hearing was held on December 12, 2011, for Planning Commission (PC) consideration of the proposed Comprehensive Plan and ZDO text amendments (ZDO-232). There was no testimony offered from the public or other jurisdictions or agencies at the hearing.

At the hearing, the Planning Commission recommended a few minor clarifying edits to Map 7-1 in the Corridor Management Plan and to the title of one of the plan's appendices. After recommending these changes, four of the five Planning Commissioners present voted to recommend approval of ZDO-232 to the BCC; one Commissioner voted to recommend denial. However, because the Planning Commission's Bylaws state that a minimum of five affirmative votes must be made for a formal recommendation of approval of a legislative Comprehensive Plan amendment to be made, no such recommendation from the PC can be forwarded to the Board at this time. As a technical matter, the amendments to Sections 200 and 1007 can be recommended with a majority of the quorum, therefore, this portion of the proposal is recommended for approval by the PC.

The edits recommended by the PC are reflected in the final draft of the Corridor Management Plan and appropriate edits were made to references to these documents within the proposed text amendments in ZDO-232.

CPO, HAMLET AND VILLAGE RECOMMENDATIONS:

No written or oral testimony or recommendations have been received from any CPO, hamlet or village.

This project area is not within the boundaries of a CPO, hamlet or village; rather it lies within the county and the cities of Happy Valley and Damascus. Representatives from Damascus, Gresham, Happy Valley, and Metro were involved in the entire process of the development of the Corridor Management Plan as members of the Project Management Team (PMT). Both Happy Valley and Damascus will need to adopt the Corridor Management Plan into their transportation system plans (TSPs). Public hearings are planned in Happy Valley for the adoption of the Corridor Management Plan on January 24, 2012 (Planning Commission) and February 21, 2012 (City Council). Damascus will need to address the 172nd/190th corridor when its TSP is developed.

SIGNIFICANT ISSUES:

The proposed changes to the Comprehensive Plan and ZDO were generally well-received; the Planning Commission identified and discussed relatively few issues at the hearing. Staff has identified two significant issues that emerged from PC consideration of this proposal.

1. *Project timing.* A question was raised about whether or not this type of planning is premature given current economic conditions and the fact that Damascus does not have an adopted Comprehensive Plan and associated urban-level zoning yet. Staff believes that the county should take advantage of this rare opportunity to plan a major facility ahead of development. In doing so, right-of-way can be preserved as development begins to occur and the project can be developed in the appropriate phases to fit both available funding and the needs in the area as it is urbanizing. Several Planning Commissioners agreed that this type of planning is prudent.

2. *Concern about adding a new urban project to the 20-year transportation project list in light of one commissioner's assertion that the rural area gets short-changed when it comes to transportation funds.* While the distribution of transportation funds is not within the purview of this project, it should be noted that improvements to SE 172nd Avenue, SE Foster Road, and SE 190th Drive have been on the County's TSP for at least 10 years. The new and revised alignments and the SE172nd – SE190th connector proposed in the Corridor Management Plan represent a refinement of these projects, and are designed at a level that would allow for right-of-way preservation as more urban levels of development begin to occur in this area. This plan is an attempt to do enhanced corridor planning and to build upon the County's previous expenditures on SE 172 Avenue, south of Sunnyside Road.

STAFF RECOMMENDATION:

Staff from the Planning & Zoning and Transportation Planning Divisions recommends approval of ZDO-232, the Comprehensive Plan and Zoning & Development Ordinance amendments to adopt the SE 172nd Ave./ SE 190th Dr. Corridor Management Plan, as proposed in the included attachments.

ORDINANCE NO. ZDO-231

**An Ordinance amending Sections
202, 306, 501, 502, 503, 504, 505, 507, 508, 509, 601, 602, 603, 604, 606, 1001, 1010,
1015, 1607, 1701, 1702, 1703, 1704 and 1707 and adopting a new Section 837 of the
Clackamas County Zoning and Development Ordinance**

WHEREAS, in April 2011, the Board of County Commissioners directed the Planning and Zoning Division staff to pursue public outreach on the issue of developing new Zoning and Development Ordinance standards to regulate mobile vending units; and

WHEREAS, following public outreach, Planning and Zoning Division staff prepared draft language for consideration of amendments to the Zoning and Development Ordinance to address mobile vending units, and presented it to the Board of County Commissioners at a study session in October 2011; and

WHEREAS, during the October 2011 study session, the Board of County Commissioners directed Planning and Zoning Division staff to proceed with public hearings and to continue outreach efforts; and

WHEREAS, amendments to the Zoning and Development Ordinance are necessary to clarify the applicability of development review processes and standards to mobile vending units and to provide for a streamlined approach to the permitting of small-scale mobile vending unit developments; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan, the Statewide Planning Goals and Guidelines and the Metro Urban Growth Management Functional Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of ZDO-231 on November 14, 2011; and

WHEREAS, the Board of County Commissioners held a public hearing on December 14, 2011, during which the BCC voted to make several revisions to the Planning Commission recommended draft amendments; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Sections 202, 306, 501, 502, 503, 504, 505, 507, 508, 509, 601, 602, 603, 604, 606, 1001, 1010, 1015, 1607, 1701, 1702, 1703, 1704 and 1707 of the Clackamas County Zoning and Development Ordinance are hereby

amended and a new Section 837 is added to the Clackamas County Zoning and Development Ordinance as shown in Exhibit A hereto.

Section 2: This ordinance shall be effective on January 31, 2012.

ADOPTED this 19th day of January, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Reducing the
Historic Landmark Overlay of
the William Finley House,
described as T2S-R2E-Section
19BB, Tax Lot 4100, A Clackamas
County Historic Landmark



Order No. _____

Whereas Steven Berliner has requested a reduction in the Historic Landmark Overlay for the William Finley House; and

Whereas the Historic Review Board at its public meeting on October 13, 2011 recommended that the Historic Landmark Overlay be reduced; and

Whereas on January 11, 2012, this matter came before the Board of County Commissioners for a public hearing and the Board made a preliminary decision to approve the reduction in the Historic Landmark Overlay;

Now THEREFORE, IT IS HEREBY ORDERED that the Historic Landmark Overlay for the William Finley House be reduced to Parcel 1 of Partition Plat 2010-017 as show in the attached exhibit; and

It is further ordered that the required changes be made in the relevant zoning maps.

DATED this 19th Day of January, 2012

Chair

Recording Secretary

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

In the Matter of Reducing the
Historic Landmark Overlay of
the Scanlon-Vorpahl House
and Water Tower, described
as T3S-R2E-Section 23B, Tax
Lot 605, A Clackamas County
Historic Landmark



Order No. _____

Whereas Michelle Davenport has requested a reduction in the
Historic Landmark Overlay for the Scanlon-Vorpahl House and Water Tower; and

Whereas the Historic Review Board at its public meeting on
October 13, 2011 recommended that the Historic Landmark Overlay be reduced; and

Whereas on January 11, 2012, this matter came before the Board
of County Commissioners for a public hearing and the Board made a preliminary
decision to approve the reduction in the Historic Landmark Overlay;

Now THEREFORE, IT IS HEREBY ORDERED that the Historic
Landmark Overlay for the Scanlon-Vorpahl House and Water Tower be reduced as
described in the attached Historic Overlay Area Exhibit; and

It is further ordered that the required changes be made in the
relevant zoning maps.

DATED this 19th Day of January, 2012

Chair

Recording Secretary

January 19, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**In The Matter of Writing Off Uncollectible Accounts for the
Second Quarter of Fiscal Year 2012**

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 second quarter of fiscal year 2012 (October 1, 2011 – December 31, 2011). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2012 will be \$3,027.96 for Low Rent Public Housing and \$500.41 for Local Project Fund. Of the total second quarter write offs, \$2,008.11 was for uncollected rents and \$1,520.26 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the Second Quarter of fiscal year 2012 will be \$3,528.37. Total collection losses for fiscal year 2011 were \$33,058.65.

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,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

Healthy Families. Strong Communities.

LRPH Collection Loss for the period of 10/1/2011 to 12/31/2011
 Second Quarter of Fiscal Year 2012

Unit #	SS #	Name	Rent	Sundry	Total
3097-3	xxx-xx-7189	Estate of Phillip Baker	403.96	432.40	\$ 836.36
4055-4	xxx-xx-2969	Linda Osteen	26.54	-	\$ 26.54
4086-4	xxx-xx-2898	Victoria Camas	77.20	763.75	\$ 840.95
6003-2	xxx-xx-7158	Agripina Santos	1,000.00	-	\$ 1,000.00
12018-2	xxx-xx-3840	Meredith James	-	324.11	\$ 324.11
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off					3,027.96
			1,507.70	1,520.26	

Betty McKee
 Accounting Specialist 1 - Betty McKee

Richard A. Cronk
 Finance Manager - Rich Cronk

Trell Anderson
 Executive Director - Trell Anderson

LPF Collection Loss for the period of

10/1/2011 to 12/31/2011
Second Quarter of Fiscal Year 2012

Unit #	SS #	Name	Rent	Sundry	Total
303012-7	xxx-xx-4497	Debra Hubbard	500.41	-	500.41
					\$ -
					\$ -
					\$ -
					\$ -

Total Write-off 500.41 - 500.41

Betty McKee
Accounting Specialist 1 - Betty McKee

Richard A. Cook
Finance Manager - Rich. Cronk

Trell Anderson
Executive Director - Trell Anderson

January 19, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order # _____ Approval of Mental Health Director's Designee
to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Hazel Barrett, MA, LPC, by the Clackamas County Behavioral Health Director as an additional qualified mental health professional authorized under ORS 426.233 (copy attached) 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 attached Board Order of Hazel Barrett, MA, LPC, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
please contact Teri Beemer at 503 655-8356

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

In the Matter of the Designation of Hazel
Barrett, MA, LPC as Mental Health
Director Designee 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 Hazel Barrett, MA, LPC, as an additional designee 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 designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Hazel Barrett, MA, LPC, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 19th day of January, 2012.

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]

January 19, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Behavioral Health Services Agreement with
Catholic Community Services of Western Washington for
Crisis Stabilization Services for Children,
Intensive Community-Based Services for Children, and
Respite Services for Children**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Behavioral Health Services Agreement with Catholic Community Services of Western Washington for Crisis Stabilization Services for Children, Intensive Community-Based Services for Children, and Respite Services for Children to Oregon Health Plan (OHP) members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are OHP members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on May 21, 2009.

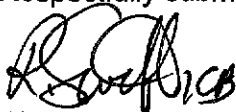
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2012 and terminates on December 31, 2012. The contract is retroactive due to receiving the contract signed by the contractor late.

Recommendation

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

Respectfully submitted



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

2.0 Term

Services provided under the terms of this agreement shall commence January 1, 2012. This agreement shall terminate December 31, 2012 unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit B, 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.

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

3.3 Financial Records. CONTRACTOR 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 CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR 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. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this agreement.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR 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 CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR 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 CONTRACTOR, or its agents or employees under this agreement.

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

5.2 Insurance. During the term of this agreement, CONTRACTOR 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

CONTRACTOR shall obtain, at CONTRACTOR'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 \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this 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.

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Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR'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 \$1,000,000.

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Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

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

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

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

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

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried in Clackamas County, Oregon.

5.4 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 CONTRACTOR and COUNTY.

5.5 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.

5.6 Waiver. The failure of either party to enforce any provision of this agreement 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 for the activity contracted herein except as set forth in this agreement.

5.8 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.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 CONTRACTOR shall:

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

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

5.9.3 CONTRACTOR 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 personal 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.

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

5.9.5 All employers working under this agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

6.0 Termination

6.1 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.

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

6.2.1 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.

6.2.2 The termination, suspension or expiration of the MHO Contract.

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. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

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

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

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

6.2.7 If CONTRACTOR 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 COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this agreement if CONTRACTOR 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 COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 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. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to Clients under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Catholic Community Services of
Western Washington
5410 N 44th Street
Tacoma, WA 98407-3799

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 387
Oregon City, OR 97045

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

- | | |
|-----------|--------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Compensation and Payment |
| Exhibit C | Scope of Work |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |

**CATHOLIC COMMUNITY SERVICES OF
WESTERN WASHINGTON**

By: *Mary Stone Smith*
Mary Stone Smith, Vice President/Director
Doug Crandall, Coo

Date _____
5410 N 44th Street
Street Address _____
Tacoma, Washington 98407-3799
City/State/Zip _____
(503) 758-8222 (503) 943-4994
Phone / Fax _____

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Agreement Effective Date: _____, 20____

S:\Admin\CONTRACTS\MHO\Expense\Catholic Community Services\2012-12-31 MHOAgreement.docx

January 19, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Behavioral Health Services Agreement with
Cedar Hills Psychiatric Hospital for
Acute Inpatient Psychiatric Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Behavioral Health Services Agreement with Cedar Hills Psychiatric Hospital for Acute Inpatient Psychiatric Services to Oregon Health Plan (OHP) members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are OHP members capitated to Clackamas County. The previous agreement was reviewed and approved by the Board of County Commissioners on September 10, 2008.

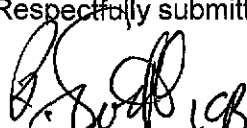
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2012 and terminates on December 31, 2012. The contract is retroactive due to receiving the contract signed by the contractor late.

Recommendation

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

Respectfully submitted


Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

**ACUTE INPATIENT PSYCHIATRIC SERVICES AGREEMENT
(BEHAVIORAL HEALTH SERVICES AGREEMENT)**

This Behavioral Health Services Agreement is between Clackamas County acting by and through its Department of Human Services, Behavioral Health Division, hereinafter called "COUNTY" and CEDAR HILLS PSYCHIATRIC HOSPITAL, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide acute inpatient psychiatric services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

2.0 Term

Services provided under the terms of this agreement shall commence **January 1, 2012**. This agreement shall terminate **December 31, 2012** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit B, 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.

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

3.3 Financial Records. CONTRACTOR 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 CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR 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. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Special Federal Requirements. Common rule restricts lobbying (Volume 55, No. 38 of Federal Register February 1990).

4.3 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.4 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.5 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this agreement.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR 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 CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

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

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