



AGENDA

Thursday, January 24, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-

I. CALL TO ORDER

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

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

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

A. Health, Housing & Human Services

1. Approval of a Behavioral Health Services Agreement with Dane Borg, PsyD for Psychological Testing Services – *Behavioral Health*
2. Approval of a Behavioral Health Services Agreement with Cascadia Behavioral Healthcare for Assertive Community Treatment, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Outpatient Substance Abuse Services, Outpatient Mental Health Services, Psychiatric Day Treatment Services for Children, and Crisis Respite Services - *Behavioral Health*
3. Approval of a Revenue Agreement with Central City Concern for Funding of Mental Health Services at Chez Ami Apartments - *Behavioral Health*
4. Approval of Amendment No.1 to a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services - *Behavioral Health*
5. Approval of a Behavioral Health Services Agreement with Morrison Child and Family Services for Intensive Community-Based Services for Children, Respite Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment for Children - *Behavioral Health*

6. Approval of a Behavioral Health Services Agreement with Youth Villages, Inc. for Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-acute Psychiatric Services for Children, Outpatient Mental Health Services, and Oregon Intercept Program In-Home Service - *Behavioral Health*
 7. Approval of a Revenue Letter of Agreement with CareOregon for Beaver Creek Clinic's Participation in the Patient and Population Centered Primary Care Home Payment Model – *Health Centers*
 8. Approval of a Revenue Letter of Agreement with CareOregon for Gladstone Clinic's Participation in the Patient and Population Centered Primary Care Home Payment Model – *Health Centers*
 9. Approval of Revenue Intergovernmental Agreement with the State of Oregon, Department of Human Services for Strengthening, Preserving and Reunifying Families Program Services – *Children, Youth & Families*
 10. Approval of Intergovernmental Agreement with Estacada School District for Teen Mentor Program Services - *Children, Youth & Families*
 11. Approval to Submit the 2012-2013 Local Public Health Authority Plan Update to the State of Oregon Public Health Division – *Public Health*
- B. Department of Transportation & Development**
1. Approval of an Intergovernmental Agreement with the City of Sandy to Provide Plan Review Services and Inspection Coordination for the Sandy Waterline Installation
 2. Approval of an Intergovernmental Agreement with the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibilities from Clackamas County to the City of Oregon City for Portions of Thayer Road, Falcon Drive, Connie Court and Thayer Court
- C. Elected Officials**
1. Approval of Previous Business Meeting Minutes – BCC

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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

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

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Dane Borg, PsyD for Psychological Testing Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the approval of a renewal Behavioral Health Services Agreement with Dane Borg, PsyD. This agreement does not contain an upper dollar limit; expenditures are controlled by CCBHD staff who pre-authorize and monitor services on an on-going basis. This agreement will be funded with Oregon Health Authority capitation funds. No County General Funds are involved. The agreement has not previously been reviewed by the Board.


Through this agreement, CCBHD subcontracts behavioral health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. Payment to contractor is based on current Medicaid rates.

This agreement is effective February 1, 2013 and terminates on December 31, 2013. This agreement is in a format approved by County Counsel.

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 Zwetzig 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 DANE BORG, PsyD, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, 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 Health Share of Oregon/Clackamas 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 **February 1, 2013**. This agreement shall terminate **December 31, 2013** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual written consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR 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.

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 G, 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 Omnibus Budget Reconciliation Act (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

Dane Borg, PsyD

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 and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 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, OHA 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 \$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

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 \$2,000,000.

Dane Borg, PsyD

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR 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 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. 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 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 CONTRACTOR 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. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

Dane Borg, PsyD

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.

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

5.11 Federal Grant Requirements. CONTRACTOR shall comply with all applicable Federal Grant Requirements pursuant to 45 CFR Parts 74, 80, 84, 91, and 95.

Dane Borg, PsyD

5.12 Disclosure. CONTRACTOR shall comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 422 Subpart (B); and 42 CFR 457.900(a)(2).

5.13 Advance Directives. CONTRACTOR shall maintain written notices and procedures respecting Advance Directives in compliance with 42 USC Section 1396.(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 431.107(b)(1) & (2); and 42 CFR Subpart I.

CONTRACTOR shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with OAR 410-120-1380 which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act.

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 Health Share of Oregon Participating 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. 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 E(2)(a) Licenses and, Certification; Exhibit E(2)(c) Quality Assurance and Utilization Review; and Exhibit E(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.

Dane Borg, PsyD

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:

Dane Borg, PsyD
516 SE Morrison, Suite 650
Portland, OR 97214

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
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	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	Sample Invoice
Exhibit E	Performance Standards
Exhibit F	Fraud and Abuse
Exhibit G	Compliance with Applicable Law

DANE BORG, PsyD

By: 
Dane Borg, PsyD
02/11/13

Date
516 SE Morrison, Suite 650
Street Address
Portland, Oregon 97214
City / State / Zip
(503)235-6256 / (503)235-0255
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 Service Department

Date

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Borg, Dane PsyD\2013-12-31\BHS-PPcontract.docx

Dane Borg, PsyD

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with Cascadia Behavioral Healthcare for Assertive Community Treatment, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Outpatient Substance Abuse Services, Outpatient Mental Health Services, Psychiatric Day Treatment Services for Children, and Crisis Respite Services

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the approval of a renewal Behavioral Health Services Agreement with Cascadia Behavioral Healthcare. This agreement does not contain an upper dollar limit; expenditures are controlled by CCBHD staff who pre-authorize and monitor services on an on-going basis. This agreement will be funded with Oregon Health Authority capitation funds. No County General Funds are involved. The prior agreement was reviewed by the Board on December 22, 2011.

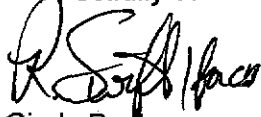
Through this agreement, CCBHD subcontracts behavioral health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. Payment to contractor is based on current Medicaid rates.

This agreement is effective February 1, 2013 and terminates on December 31, 2013. This agreement is in a format approved by County Counsel.

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 Zwetzig 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 CASCADIA BEHAVIORAL HEALTHCARE, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, 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 Health Share of Oregon/Clackamas 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 upon the **February 1, 2013**. This agreement shall terminate **December 31, 2013** 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.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR 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.

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 Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

Cascadia Behavioral Healthcare

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 and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 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, OHA 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 \$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

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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR 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 CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 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.

5.2.6 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 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.

5.2.7 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.

5.2.8 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.

5.2.9 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.

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

5.2.11 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 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 CONTRACTOR 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. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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.

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

5.11 Federal Grant Requirements. CONTRACTOR shall comply with all applicable Federal Grant Requirements pursuant to 45 CFR Parts 74, 80, 84, 91, and 95.

5.12 Disclosure. CONTRACTOR shall comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 422 Subpart (B); and 42 CFR 457.900(a)(2).

5.13 Advance Directives. CONTRACTOR shall maintain written notices and procedures respecting Advance Directives in compliance with 42 USC Section 1396.(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 431.107(b)(1) & (2); and 42 CFR Subpart I.

CONTRACTOR shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with OAR 410-120-1380 which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act.

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 Health Share of Oregon Participating 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. 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:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
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 | Scope of Work |
| Exhibit C | Compensation and Payment |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |
| Attachment 1 | Clinical Guidelines for Respite |

CASCADIA BEHAVIORAL HEALTHCARE


By: 
Derald Walker, CEO/President

Date 11/11/2013
847 NE 19th - Suite 100 / PO Box 8459
Street Address / Mailing Address
Portland, OR 97232 / Portland, OR 97207
City / State / Zip
(503)238-0769 / (503)963-7711
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

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Cascadia Behavioral Healthcare\Health Share\2013-12-31BHSAAgreement.docx

January 24, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Revenue Agreement with Central City Concern for
Funding of Mental Health Services at Chez Ami Apartments**

Clackamas County Behavioral Health Division (CCBHD) of Health, Housing and Human Services Department requests the approval of a renewal revenue agreement with Central City Concern (CCC). Under this agreement, CCC will pay CCBHD to provide on-site services for residents of the Chez Ami Apartments, a 40-unit affordable housing development for low-income people with disabilities. The total amount of the agreement is \$196,902 revenue. No County General Funds are involved. The agreement was previously reviewed by the Board on January 26, 2012.

In August 2000, the Board authorized H3S to purchase a site for the Chez Ami Apartments located at 8358 SE Causey Avenue in Portland. The Board also approved a long-term ground lease with CCC to assure the use of the property for the term of the lease to serve low-income people with disabilities within Clackamas County.


CCC is awarded a grant through the Federal Department of Housing and Urban Development's Supportive Housing Program (SHP) for Chez Ami operations and supportive services; however, none of the funds received through the SHP grant for operations or services can be considered income to CCC. Federal layering rules do not allow the use of SHP operating and service funds with tax credits and other federal funds in the same project. This is one of two agreements to remedy the tax credit accounting problem.

This agreement commences February 1, 2013 and terminates January 31, 2014. County Counsel reviewed and approved this contract in April, 2001.

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 at (503)742-5318.

**CHEZ AMI
SERVICES AGREEMENT**

This Agreement is made this 1st day of February, 2013, between **CENTRAL CITY CONCERN**, an Oregon non-profit corporation ("Central City"), and **CLACKAMAS COUNTY BEHAVIORAL HEALTH DIVISION** ("CCBHD").

- A. Central City, as general partner of Chez Ami, is general manager of a 40-unit affordable housing project that delivers mental health services to residents of Clackamas County, Oregon, and provides affordable housing to such residents in connection with the delivery of those services (the "Project").
- B. Central City has received a Supported Housing Program ("SHP") grant from the United State Department of Housing and Urban Development ("HUD"), which provides grant funds to Central City in connection with the Project.
- C. The parties desire to enter into this agreement to memorialize certain understandings regarding the funding of Project services.

NOW, THEREFORE, the parties agree as follows:

- 1. Central City HUD SHP Grant: Portions of Central City's SHP grant will be dedicated to Project services. Central City will pay to CCBHD One Hundred Ninety Six Thousand Nine Hundred Two Dollars (\$196,902.00), all from Central City's SHP Grant in order to fund the project services delivered through CCBHD. Payment will be made in monthly installments as invoiced by CCBHD on the first day of each month during the year.

Central City will be considered in breach of contract if payment is not received within 30 days of due date.

- 2. Annual Review. The agreement contained herein is subject to annual review and availability of funds. The parties, nonetheless, agree to continue the foregoing funding arrangement from year to year, subject to extension of the SHP grant.
- 3. 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 thereof. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- E. This contract is effective **February 1, 2013** and terminates **January 31, 2014**.

Chez Ami - Services Agreement
Page 2

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CENTRAL CITY CONCERN,
an Oregon non-profit corporation

By: Katherine A. Ellis
Katherine Ellis, CFO

Date: 1/10/13

CLACKAMAS COUNTY

By: Deborah Friedman
Deborah Friedman, Interim Director
Behavioral Health Division

Date: 1/15/13

By: _____
Cindy Becker, Director
Health, Housing and Human Services Department

Date: _____

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 2 to a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of Amendment # 2 to a contract with Iron Tribe to provide peer support services to adults receiving addiction treatment who are also involved with the child welfare system. This amendment extends the contract for five months and adds \$157,669 for a revised contract total of \$567,609. Funding is provided through the Oregon Health Authority, Community Mental Health Program agreement. No County General Funds are involved. This contract was originally reviewed by the Board on January 19, 2012.

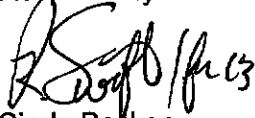
Services provided through this agreement include supporting individuals working toward addiction recovery and/or mental wellness. Assistance is provided to access services, i.e. 12 step programs, support groups; assist in problem solving; assist in navigating systems including child welfare; all avenues to support individuals in recovery.

The amendment is effective February 1, 2013 and terminates June 30, 2013. This contract is in the format approved by County Counsel.

Recommendation:

We recommend approval of this amendment 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 at (503) 742-5318.

**Contract Amendment
Health, Housing and Human Services Department**

H3S Contract Number BH-99-11/12 Board Agenda Number 011912-A5

and Date January 19, 2012

Division Behavioral Health Amendment No. 2

Contractor Iron Tribe

Amendment Requested By Deborah Friedman, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other

Justification for Amendment:

This contract provides peer support services to adults receiving addiction services within Clackamas County who are also involved with the child welfare system. This amendment extends the contract for six months and adds \$157,669 in funding to cover the extension.

The amendment is effective **February 1, 2013** and continues through **June 30, 2013**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Paragraph I. SCOPE OF SERVICES

C. Services required under the terms of this agreement shall commence **January 1, 2012**. This agreement shall terminate **January 31, 2013**.

TO READ:

C. Services required under the terms of this agreement shall commence **January 1, 2012**. This agreement shall terminate **June 30, 2013**.

AMEND: Paragraph II. COMPENSATION AND RECORDS

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

The total payment to CONTRACTOR shall not exceed: **\$409,940**.

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

CONTRACTOR may submit an invoice for up to 50% of the maximum compensation under this contract at contract initiation. Payment of this invoice is considered an advance.

CONTRACTOR shall submit monthly invoices by the 10th of the month following the month services were delivered. Invoices will reflect actual cost of services. Invoices will be reconciled against the advance payment until the advance is fully expended. Invoices shall include an expenditure report.

Iron Tribe

Professional, Technical, and Consultant Contract – Amendment # 2

Page 2 of 2

TO READ:

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

The total payment to CONTRACTOR shall not exceed: \$567,609.

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

CONTRACTOR may submit an invoice for up to 50% of the maximum compensation under this contract at contract initiation. Payment of this invoice is considered an advance.

CONTRACTOR shall submit monthly invoices by the 10th of the month following the month services were delivered. Invoices will reflect actual cost of services. Invoices will be reconciled against the advance payment until the advance is fully expended. Invoices shall include an expenditure report.

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

IRON TRIBE

By: 
Harold R. Cubbedge, Executive Director

1/11/13
Date
PO Box 90384
Street Address
Portland, Oregon 97290
City/State/Zip
(503)754-3495 /
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

COPY

5
Cindy Becker
Director

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with Morrison Child and Family Services for Intensive Community-Based Services for Children, Respite Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment for Children

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the approval of a renewal Behavioral Health Services Agreement with Morrison Child and Family Services. The agreement does not contain an upper limit; expenditures are controlled by CCBHD 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. The previous agreement was reviewed and approved by the Board on December 8, 2011.

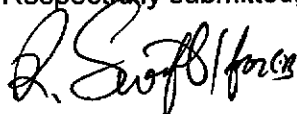
Through this agreement, CCBHD subcontracts behavioral health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. Payment to contractor is based on current Medicaid rates.

The agreement is effective February 1, 2013 and terminates on December 31, 2013. This agreement is in a format approved by County Counsel.

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 Zwetzig at (503)742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

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 **MORRISON CHILD AND FAMILY SERVICES**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, 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 Health Share of Oregon/Clackamas 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 **February 1, 2013**. This agreement shall terminate **December 31, 2013** 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.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR 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.

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 Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

Morrison Child and Family Services

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 and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 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, OHA 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 \$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

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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR 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 CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 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.

5.2.6 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 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.

5.2.7 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.

5.2.8 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.

5.2.9 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.

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

5.2.11 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 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 CONTRACTOR 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,

Morrison Child and Family Services

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. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

Morrison Child and Family Services

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:

Morrison Child and Family Services
11035 NE Sandy Boulevard
Portland, OR 97266

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
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 | Scope of Work |
| Exhibit C | Compensation and Payment |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |

MORRISON CHILD AND FAMILY SERVICES

By: Tia Gray Stecher
Tia Gray Stecher, CEO

Date: 1/11/13
11035 NE Sandy Boulevard
Street Address
Portland, Oregon 97220
City / State / Zip
(503)258-4200 / (503)235-0593
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

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Morrison Child and Family Services\Health Share\2013-12-31\BHSContract.docx

EXHIBIT A
DEFINITIONS

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

"Agreement": this Behavioral Health Services Agreement between COUNTY and CONTRACTOR for the provision of services.

"CCO": Coordinated Care Organization is a corporation, governmental agency, public corporation that is 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 for each of the organization's members.

"Client": 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.

"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.

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

"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.

"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 120 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).

COPY

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with Youth Villages, Inc. for Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-acute Psychiatric Services for Children, Outpatient Mental Health Services, and Oregon Intercept Program In-Home Service

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the approval of a renewal Behavioral Health Services Agreement with Youth Villages, Inc. The agreement does not contain an upper limit; expenditures are controlled by CCBHD 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. The previous agreement was reviewed and approved by the Board on December 22, 2011.

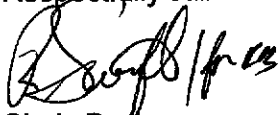
Through this agreement, CCBHD subcontracts behavioral health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. Payment to contractor is based on current Medicaid rates.

The agreement is effective February 1, 2013 and terminates on December 31, 2013. This agreement is in a format approved by County Counsel.

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 Zwetzig at (503)742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

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 YOUTH VILLAGES, INC., hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, 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 Health Share of Oregon/Clackamas 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 **February 1, 2013**. This agreement shall terminate **December 31, 2013** 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.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR 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.

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 Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

Youth Villages, Inc.

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 and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 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, OHA 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 \$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

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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR 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 CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 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.

5.2.6 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 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.

5.2.7 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.

5.2.8 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.

5.2.9 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.

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

5.2.11 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 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 CONTRACTOR 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,

Youth Villages, Inc.

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. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

Youth Villages, Inc.

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.

5.10 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 Health Share of Oregon Participating 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. 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:

Youth Villages, Inc.
Po Box 368
Maryhurst, OR 97036

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
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	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	Performance Standards
Exhibit E	Fraud and Abuse
Exhibit F	Compliance with Applicable Law

YOUTH VILLAGES, INC.

By: Lynne Saxton
Lynne Saxton, Executive Director

1/2/13
Date
PO Box 368
Street Address
Maryhurst, Oregon 97036
City / State / Zip
(503)675-2228 / (503)697-6932
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

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Youth Villages (formerly ChristieCare)\Health Share\2013-12-31BHSContract.docx

Youth Villages, Inc.

COPY

7

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Revenue Letter of Agreement with
CareOregon for Beaver Creek Clinic's participation in the
Patient and Population Centered Primary Care Home Payment Model**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a new revenue Letter of Agreement with CareOregon for the Beaver Creek Clinic's participation in the Patient and Population Centered Primary Care Home Payment Model. Payment is based on the number of members assigned to the provider month to month, therefore this agreement does not contain an upper limit as it is unknown how much revenue it will generate.

This is one of two agreements for different clinics that CCHCD will sign with CareOregon. CCHCD is currently an accredited Patient Centered Primary Care Home (PCPCH) Provider with the Oregon Health Authority. As part of this accreditation and on-going efforts as a PCPCH, CCHCD is eligible to participate in this additional revenue generating program with CareOregon.

County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The agreement is effective retroactive to October 1, 2012 due to CCHCD's late receipt of the document in mid-December from CareOregon and will terminate on September 30, 2013.

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 Zwetzig at (503)742-5318.

CareOregon and Clackamas County Health Department

**Letter of Agreement for CareOregon Patient and Population Centered
Primary Care Home Payment Model**

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division, Beaver Creek Clinic ("Provider") hereby agree to the following terms and conditions:

Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Primary Care Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Primary Care Services Agreement remains in place and is effective between CareOregon and Provider.
- C. Letter of Agreement shall be applicable only so long as Provider is recognized by the state of Oregon as a Patient Centered Primary Care Home (PCPCH).
- D. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- E. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this agreement will be re-evaluated.
- F. This letter of agreement shall be applicable for the time period between October 1, 2012 and September 30, 2013.

Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

For the time period between October 1, 2012 and September 30, 2013, Provider shall be eligible for a quality bonus based on the quality outcomes measures described in the CareOregon Patient and Population Centered Primary Care Payment Model (described in Attachment A).

Under this payment model, Provider is eligible for a risk adjusted PMPM depending on Level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM
Level 1	\$1.83
Level 2	\$3.66
Level 3	\$5.50

Terms:

- Payment will be made monthly based on the members assigned to the Provider as of the first (1st) of the month.

- Payment is based on the previous six months quality outcome measures. All participating Providers will begin the first six months at Level 1.
- The Level in the Payment Model will be re-evaluated after six months of participation in the model.
- Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model.
- Risk Adjustments are based on a January 2012 calculation by CareOregon.
- At the same time as the activation of the payment model, the clinic will move its fee schedule to 2010 RVUs and the conversion factor will be \$35.
- This agreement is renewable on an annual basis at the discretion of CareOregon.
- Quality data reports are required to be submitted at agreed upon deadlines.

Confidentiality:

This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither part will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

CAREOREGON

By: _____

Teresa Learn

Title: Chief Financial Officer

Date: _____

AND

By: _____

Scott Clement

Title: Director of Provider Services

Date: _____

Clackamas County

By: _____

Title:

Date: _____

Attachment A

CareOregon Patient and Population Centered Primary Care Payment Model Description

Eligibility

All clinics that are certified at any Tier in Oregon PCPCH Program.

Model

Level 3	<ul style="list-style-type: none">• Report monthly on 5 menu measures• Receive measures and roster on CO Attributed Members• Improve 3% on at least 3 measures• Participate in CAHPS patient survey (administered by CareOregon)
Level 2	<ul style="list-style-type: none">• Report monthly on 5 menu measures• Receive measures and roster on CO Attributed Members• Improve 3% on at least 1 measure• Participate in CAHPS patient survey (administered by CareOregon)
Level 1	<ul style="list-style-type: none">• Report monthly on 3 menu measures• Receive measures and roster on CO Attributed Members• Participate in CAHPS patient survey (administered by CareOregon)

In general, the Levels will be paid at the following levels (these will be risk-adjusted by clinic):

- Level 1: \$2 pmpm
- Level 2: \$4 pmpm
- Level 3: \$6 pmpm

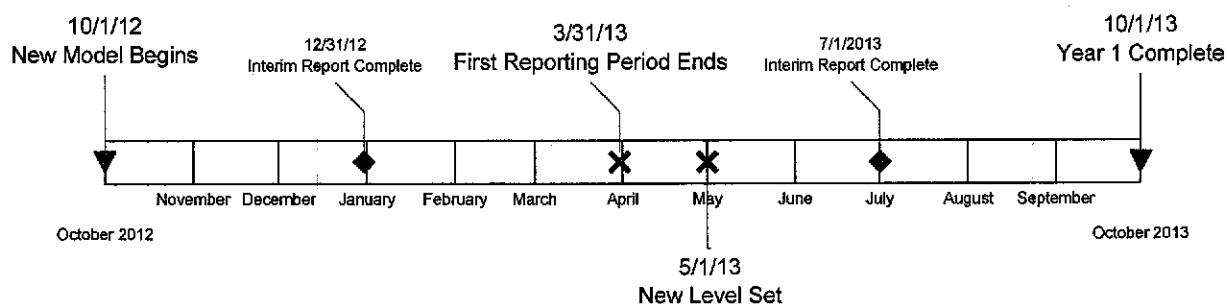
There are three components to the model:

Report and Improve Clinical and Operational Performance. Clinics will select up to 5 measures from the measure menu to report on **every month from their data, for their entire population**, for the year. Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all clinics will be Level 1 and will have the opportunity to qualify for a higher level at the second data submission.*

Participate in Patient Attribution Improvement Project. Clinics will also receive reports on the % of their assigned membership that have had contact with the clinic along with rosters of assigned members. If improved, this measure can count towards the count of improved measures.

Participate in CAHPS Fielded by CareOregon. Clinics will also participate in an annual fielding of the CG-CAHPS PCMH survey. CareOregon will field the survey but clinics who want to extend the target population to their whole population can participate in cost/fielding the survey.

Timeline and Reporting Calendar



Measure Menu

Measure	CO PCP				
	PCPCH	CCO	Payment	APM	CPC
Adult BMI assessment	FU plan		FU plan	FU plan	X
Blood pressure control, HTN pts	X	X	X	X	X
Childhood immunization rate	X	X	X	X	X
Tobacco use & cessation intervention	X		X	Use only	X
Cervical cancer screening	X	X	X	X	
Mammography screening	X	X	X		X
Use of appropriate asthma meds	X		X		X
Childhood BMI assessment & nutrition/exercise counseling	Screening only		X	X	
Diabetes composite – D3 (A1c, BP, LDL) or D4 (A1c, BP, LDL, smoking status) bundle measure		X	X		X
Continuity with team	X		X	X	
HbA1c Testing	X	X	X		
Developmental screening	X	X	X		
Screening for Depression			X		
SBIRT screening	X	X	X		
Prenatal care in first trimester			X		

Measure	PCPCH	CCO	CO PCP		
			Payment	APM	CPC
Patients assigned vs. Seen			X	X	
Planning for end of life care (65+)		X	X		
Influenza immunization for patients ≥ 50 years old			X		X
Colorectal Cancer Screening			X		X
Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)			X		X
Diabetes: Blood Pressure Management (% BP < 140/90)			X		X
Diabetes: LDL Management and Control (% LDL < 100)			X		X
Ischemic Vascular Disease: Complete Lipid Panel Control (see NQF #0075)			X		X
Heart Failure: Beta Blocker Therapy for Left Ventricular Systolic Dysfunction (LVSD) (see NQF #0083)			X		X
Contraceptive use among women who do not desire pregnancy**		X	X		
Depression treatment efficacy			X		
Chronic pain patient with opiate agreement			X		
Hepatitis C: documented immunity to Hepatitis A and B			X		
Patients with contact with 7 days of hospital discharge			X		
% patients with ED visits receiving a follow up call			X		
% telephone call abandonment rate			X		
New patients participating in disease management program			X		
Patients in disease management with regular contact			X		

This measure is newly required as a Core Metric in CCOs. It requires screening adult women of reproductive age (18-50) for their pregnancy intentions, and then ensuring that women who do not want to be pregnant are using effective contraception. Your clinic does not need to provide all the contraception options, but you must coordinate a referral if you do not provide the services yourself. **The Oregon Foundation for Reproductive Health is available to provide technical assistance on this measure, from implementing the screening in your clinic and tracking results to conducting staff trainings, providing patient education materials and coordinating resources for referrals, if necessary. If you select this measure, please feel free to contact them by going to www.onekeyquestion.org, selecting the "clinicians" tab, and filling out the form for more information.

COPY

8
Cindy Becker
Director

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Revenue Letter of Agreement with
CareOregon for Gladstone Clinic's participation in the
Patient and Population Centered Primary Care Home Payment Model**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a new revenue Letter of Agreement with CareOregon for the Gladstone Clinic's participation in the Patient and Population Centered Primary Care Home Payment Model. Payment is based on the number of members assigned to the provider month to month, therefore this agreement does not contain an upper limit as it is unknown how much revenue it will generate.

This is one of two agreements for different clinics that CCHCD will sign with CareOregon. CCHCD is currently an accredited Patient Centered Primary Care Home (PCPCH) Provider with the Oregon Health Authority. As part of this accreditation and on-going efforts as a PCPCH, CCHCD is eligible to participate in this additional revenue generating program with CareOregon.

County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The agreement is effective retroactive to October 1, 2012 due to CCHCD's late receipt of the document in mid-December from CareOregon and will terminate on September 30, 2013.

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 Zwetzig at (503)742-5318.

CareOregon and Gladstone Community Clinic

**Letter of Agreement for CareOregon Patient and Population Centered
Primary Care Home Payment Model**

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division, Gladstone Community Clinic ("Provider") hereby agree to the following terms and conditions:

Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Primary Care Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Primary Care Services Agreement remains in place and is effective between CareOregon and Provider.
- C. Letter of Agreement shall be applicable only so long as Provider is recognized by the state of Oregon as a Patient Centered Primary Care Home (PCPCH).
- D. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- E. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this agreement will be re-evaluated.
- F. This letter of agreement shall be applicable for the time period between October 1, 2012 and September 30, 2013.

Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

For the time period between October 1, 2012 and September 30, 2013, Provider shall be eligible for a quality bonus based on the quality outcomes measures described in the CareOregon Patient and Population Centered Primary Care Payment Model (described in Attachment A).

Under this payment model, Provider is eligible for a risk adjusted PMPM depending on Level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM
Level 1	\$1.83
Level 2	\$3.66
Level 3	\$5.50

Terms:

- Payment will be made monthly based on the members assigned to the Provider as of the first (1st) of the month.

- Payment is based on the previous six months quality outcome measures. All participating Providers will begin the first six months at Level 1.
- The Level in the Payment Model will be re-evaluated after six months of participation in the model.
- Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model.
- Risk Adjustments are based on a January 2012 calculation by CareOregon.
- At the same time as the activation of the payment model, the clinic will move its fee schedule to 2010 RVUs and the conversion factor will be \$35.
- This agreement is renewable on an annual basis at the discretion of CareOregon.
- Quality data reports are required to be submitted at agreed upon deadlines.

Confidentiality:

This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither part will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

CAREOREGON

By: _____

Teresa Learn

Title: Chief Financial Officer

Date: _____

AND

By: _____

Scott Clement

Title: Director of Provider Services

Date: _____

Clackamas County

By: _____

Title:

Date: _____

Attachment A

CareOregon Patient and Population Centered Primary Care Payment Model Description

Eligibility

All clinics that are certified at any Tier in Oregon PCPCH Program.

Model

<p>Level 3</p>	<ul style="list-style-type: none">• Report monthly on 5 menu measures• Receive measures and roster on CO Attributed Members• Improve 3% on at least 3 measures• Participate in CAHPS patient survey (administered by CareOregon)
<p>Level 2</p>	<ul style="list-style-type: none">• Report monthly on 5 menu measures• Receive measures and roster on CO Attributed Members• Improve 3% on at least 1 measure• Participate in CAHPS patient survey (administered by CareOregon)
<p>Level 1</p>	<ul style="list-style-type: none">• Report monthly on 3 menu measures• Receive measures and roster on CO Attributed Members• Participate in CAHPS patient survey (administered by CareOregon)

In general, the Levels will be paid at the following levels (these will be risk-adjusted by clinic):

- Level 1: \$2 pmpm
- Level 2: \$4 pmpm
- Level 3: \$6 pmpm

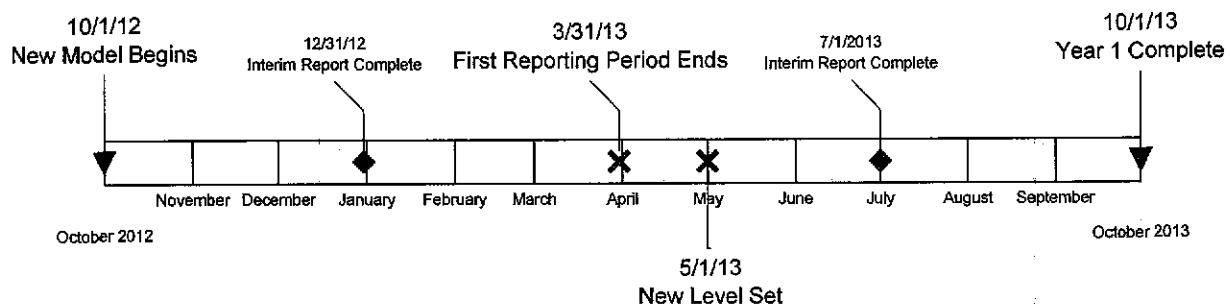
There are three components to the model:

Report and Improve Clinical and Operational Performance. Clinics will select up to 5 measures from the measure menu to report on **every month from their data, for their entire population**, for the year. Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all clinics will be Level 1 and will have the opportunity to qualify for a higher level at the second data submission.*

Participate in Patient Attribution Improvement Project. Clinics will also receive reports on the % of their assigned membership that have had contact with the clinic along with rosters of assigned members. If improved, this measure can count towards the count of improved measures.

Participate in CAHPS Fielded by CareOregon. Clinics will also participate in an annual fielding of the CG-CAHPS PCMH survey. CareOregon will field the survey but clinics who want to extend the target population to their whole population can participate in cost/fielding the survey.

Timeline and Reporting Calendar



Measure Menu

Measure	CO PCP				
	PCPCH	CCO	Payment	APM	CPC
Adult BMI assessment	FU plan		FU plan	FU plan	X
Blood pressure control, HTN pts	X	X	X	X	X
Childhood immunization rate	X	X	X	X	X
Tobacco use & cessation intervention	X		X	Use only	X
Cervical cancer screening	X	X	X	X	
Mammography screening	X	X	X		X
Use of appropriate asthma meds	X		X		X
Childhood BMI assessment & nutrition/exercise counseling	Screening only		X	X	
Diabetes composite – D3 (A1c, BP, LDL) or D4 (A1c, BP, LDL, smoking status) bundle measure		X	X		X
Continuity with team	X		X	X	
HbA1c Testing	X	X	X		
Developmental screening	X	X	X		
Screening for Depression			X		
SBIRT screening	X	X	X		
Prenatal care in first trimester			X		

Measure	PCPCH	CCO	CO PCP Payment	APM	CPC
Patients assigned vs. Seen			X	X	
Planning for end of life care (65+)		X	X		
Influenza immunization for patients ≥ 50 years old			X		X
Colorectal Cancer Screening			X		X
Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)			X		X
Diabetes: Blood Pressure Management (% BP < 140/90)			X		X
Diabetes: LDL Management and Control (% LDL < 100)			X		X
Ischemic Vascular Disease: Complete Lipid Panel Control (see NQF #0075)			X		X
Heart Failure: Beta Blocker Therapy for Left Ventricular Systolic Dysfunction (LVSD) (see NQF #0083)			X		X
Contraceptive use among women who do not desire pregnancy**		X	X		
Depression treatment efficacy			X		
Chronic pain patient with opiate agreement			X		
Hepatitis C: documented immunity to Hepatitis A and B			X		
Patients with contact with 7 days of hospital discharge			X		
% patients with ED visits receiving a follow up call			X		
% telephone call abandonment rate			X		
New patients participating in disease management program			X		
Patients in disease management with regular contact			X		

This measure is newly required as a Core Metric in CCOs. It requires screening adult women of reproductive age (18-50) for their pregnancy intentions, and then ensuring that women who do not want to be pregnant are using effective contraception. Your clinic does not need to provide all the *contraception options*, but you must coordinate a referral if you do not provide the services yourself. **The Oregon Foundation for Reproductive Health is available to provide technical assistance on this measure, from implementing the screening in your clinic and tracking results to conducting staff trainings, providing patient education materials and coordinating resources for referrals, if necessary. If you select this measure, please feel free to contact them by going to www.onekeyquestion.org, selecting the "clinicians" tab, and filling out the form for more information.

COPY

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Revenue Intergovernmental Agreement with
Oregon Department of Human Services
For Strengthening, Preserving and Reunifying Families Program Services**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a new Revenue Intergovernmental Agreement with Oregon Department of Human Services in the amount of \$585,544.00 to develop and oversee the Strengthening, Preserving and Reunifying Families Program for Clackamas County families. Funds are budgeted in the State Revenues grant stream for fiscal year 2012-2013 to cover this agreement. No County General Funds are involved.

Overall goals of the program are to maintain children safely at home with their parents or caregivers, safely and equitably reduce the number of children in the foster care system, reduce the length of stay in foster care, and to reduce the referral or reentry rates of families into the child welfare system. Specific services to be provided under this contract include: 1) connect families to existing social services provided by county and 2) provide crisis mental health and alcohol and drug services to immediately stabilize the family while they wait to enter existing treatment services that will resolve the Oregon Department of Human Services client/family's long term service needs.

This agreement is effective upon acceptance by all parties and will terminate November 30, 2013. This contract is in the format approved by County Counsel.

Recommendation:

We recommend the 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 Deanna Mulder at (503) 650-5675

Agreement Number 140936



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

**Clackamas County
Acting by and through its Children, Youth Family Division
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-650-5677
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clakamas.or.us**

hereinafter referred to as "County."

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

**Office of Child Welfare Programs
315 S. Beaver Creek Road
Oregon City, Oregon 97045
Contract Administrator: Mary Clark or delegate
Telephone: 971-673-7321
Facsimile: 971-673-7382
mary.s.clark@state.or.us**

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall be effective on the later of: (i) December 1, 2012 or, (ii) when required, the date this Agreement is approved by Department of Justice, regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on November 30, 2013. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

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

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

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

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$585,544.00. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

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

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

5. County Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS):

CLACKAMAS COUNTY

Street address: PUBLIC SERVICES BUILDING 2051 KAEN ROAD

City, state, zip code: OREGON CITY, OREGON 97045

Email address: rocke.co.clackamas.or.us

Telephone: (503) 650-5677

Facsimile: (503) 650-5674

Federal Employer Identification Number: 93-602286

Proof of Insurance:

Workers' Compensation Insurance Company: SELF INSURED

Policy #: SELF INSURED

Expiration Date: ONGOING

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

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

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

- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

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

COPY

10
Cindy Becker
Director

January 24, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with Estacada School District
for Teen Mentor Program Services**

The Clackamas County Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S) requests the approval of an Intergovernmental Agreement for \$8,000 with the Estacada School District, for Teen Mentor Program services. The agreement is funded with Beer and Wine state tax funds passed through from Clackamas County Behavioral Health for the fiscal year 2012-2013. No County General Funds are involved.

Specific services to be provided under this contract include matching high school teens to elementary school students to meet for one hour one day a week on school grounds during the school year. Mentors will provide social and emotional support and help increase students bonding to school, academic performance and increased self concept. Twenty-two matches will provide services for forty-four students during the school year.

The agreement is funded with a drug and alcohol prevention grant for the fiscal year 2012-2013 to cover this agreement. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. It is effective upon acceptance by all parties and will terminate June 30, 2013.

Recommendation

We recommend the 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 Deanna Mulder at (503) 650-5675.

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

INTERGOVERNMENTAL AGREEMENT

(FY12-13)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
"Estacada School District, Oregon"

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the "Estacada School District, Oregon" (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of implementing the *Teen Mentor Program* at Estacada High School and Clackamas River Elementary school.

II. Scope of Work and Cooperation

A. "AGENCY" agrees to: implement the **Teen Mentor Program** with at least fifteen matches during the 2012-2013 school year. High school teens will interact with elementary school students for one hour, one day a week to provide social and emotional support.

Representatives from Estacada High School and Clackamas River Elementary will work together to match students, meet monthly with mentors, plan events, monitor the matches and conduct evaluations at the end of the school year.

B. The COUNTY agrees to: Support the school representatives and provide technical and training support throughout the school year.

III. Compensation

The COUNTY agrees to pay "AGENCY" an amount not to exceed **\$8,000** for the services outlined in Section II.A.

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

All requests for payment are subject to the approval of the COUNTY and will be submitted to: Children, Youth and Families Division
c/o "Deanna Mulder, 2051 Kaen Rd., Oregon City, Oregon 97045"

IV. Liaison Responsibility

"Scott Sullivan", will act as liaison from the "AGENCY" for this project. "Brian McCrady" will act as liaison from the COUNTY.

INTERGOVERNMENTAL AGREEMENT

V. Special Requirements

- A. The COUNTY and "AGENCY" agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the "AGENCY" or the "AGENCY'S" employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

1. Commercial General Liability Insurance

x Required by COUNTY Not required by COUNTY

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

2. Commercial Automobile Insurance

x Required by COUNTY Not required by COUNTY

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

3. Professional Liability Insurance

x Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

INTERGOVERNMENTAL AGREEMENT

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

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

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

INTERGOVERNMENTAL AGREEMENT

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the "Agency" which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement


This agreement becomes effective December 1, 2012. This contract will terminate June 30, 2013.

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

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

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT



By
Scott Sullivan
Name (Typed)

Principal

Title

12-17-2012

Date

355 NE 6th Ave.

Street Address

Estacada, Oregon 97023

City/Zip


(503) 630-6871

Phone Number

93-6000284

TIN, FIN or S.S.#

Approved as to Content:



Rodney A. Cook, Division Director

1-18-2013

Date

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing & Human Services

Date

January 24, 2013.

Board of Commissioners
Clackamas County

Members of the Board:

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

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

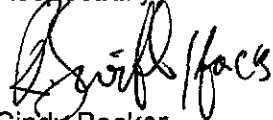
The Local Public Health Authority Annual Plan (LPHAP) is required by Oregon statute. The Annual Plan becomes a public record of the work conducted by the Local Authority to fulfill statutory, contractual and locally driven goals and initiatives. The LPHAP is delivered to the Oregon Health Authority for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

The 2012-2013 Local Public Health Authority Plan has been reviewed and approved by the director of the Health, Housing and Human Services Department. It is also required that the Chair of the Board of County Commissioners signs the Plan.

Recommendation:

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

Respectfully submitted,



Cindy Becker
Director

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

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us



Public Health Division

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



TABLE OF CONTENTS

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

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

I. Executive Summary

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

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

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

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

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

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

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

A. Epidemiology and Control of Preventable Diseases and Disorders

Communicable Disease

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

Human Immunodeficiency Virus (HIV)

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

Tobacco Prevention and Education Program (TPEP)

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

B. Parent and Child Services

Immunization

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

Maternal and Child Health Services

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

Family Planning

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

Women, Infants and Children Nutrition Services

See Attachment A.

C. Environmental Health

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

D. Health statistics

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

E. Information and referral

No change from the current plan.

F. Public Health Emergency Preparedness

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

G. Other Issues

Healthy Eating Active Living (HEAL)

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

Oral Health

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

School-Based Health Centers (SBHCs)

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

Tri-County Health Officer Team (TCHO)

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

IV. Additional Requirements

Organizational Chart

See Attachment B.

Board of Health

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

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

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

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

Public Health Advisory Committee

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

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

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

V. Unmet Needs

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

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

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

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

VI. Budget

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

Budget Officer Contact Information

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

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

VII. Health Department Personnel Qualifications

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

Answer the following questions:

Administrator name: Marti Franc, Public Health Division Director

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

Does the Administrator have a Bachelor degree? Yes No

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

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

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

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

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

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

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

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

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

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

AND

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

FY 2013 - 2014 Oregon WIC Nutrition Education Plan Form

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

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

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

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

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

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

Implementation Plan and Timeline:

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

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

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

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

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

Implementation Plan and Timeline:

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

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

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

Implementation Plan and Timeline:

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

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

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

Implementation Plan and Timeline:

See attachment A

Attachment A

FY 2013-2014 WIC Nutrition Education Plan

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

Agency:

Training Supervisor(s) and Credentials:

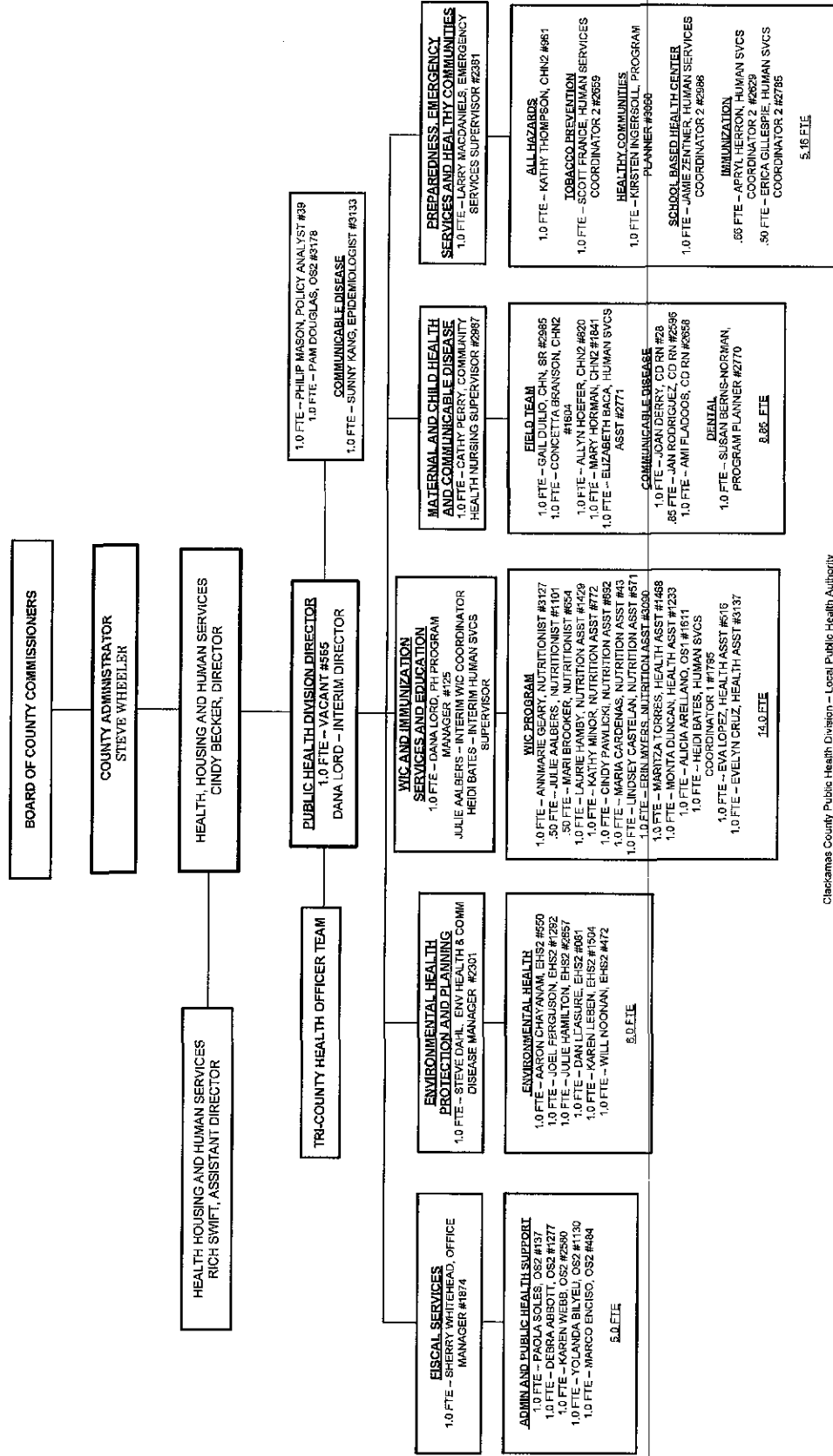
Staff Development Planned

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

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

**CLACKAMAS COUNTY
PUBLIC HEALTH DIVISION**

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



48.01 FTE



COPY 12

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

January 24, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Sandy to
Provide Plan Review Services and Inspection Coordination for the
Sandy Waterline Installation**

The Engineering Division of the Department of Transportation requests the approval of an Intergovernmental Agreement with the City of Sandy to provide plan review services and inspection coordination during the installation of an 18-inch transmission line for domestic water supply to Sandy. The City will reimburse the actual cost for plan review and inspection services throughout the construction of the project, which has been initially estimated at \$42,000.

The City of Sandy has plans to install an 18-inch, high pressure water supply transmission line from the existing booster pump station on Lusted Road, travelling down Hudson Road and Bluff Road, all in unincorporated Clackamas County, to a reservoir and transfer pump station on Scenic Street within the City. Because the City will be permitted for extended utility work on County roads, DTD staff will provide plan review and inspection services to assist the City during construction and ensure the protection of the County roads. The City will reimburse the County for actual costs incurred during the project.

This agreement is effective upon execution by all parties and will remain in effect until the expiration of the three year performance warranty period.

This agreement has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Sandy to provide plan review services and inspection coordination for the Sandy waterline installation.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Devin Patterson at (503) 742-4666

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY AND CLACKAMAS COUNTY TO PROVIDE PLAN REVIEW SERVICES AND INSPECTION COORDINATION

This is an Intergovernmental Agreement (the "Agreement"). It is entered into by and between the City of Sandy, an Oregon municipality ("City"), and Clackamas County, an instrumentality of the State of Oregon, acting by and through its Department of Transportation ("DTD"). Its purpose is to provide plan review services and inspection coordination during the installation of an 18" transmission line for domestic water supply.

RECITALS

1. The City desires to install an 18" water supply transmission line extending from the existing booster pump station on Lusted Road in unincorporated Clackamas County, to a reservoir and transfer pump station on Scenic Street within the City of Sandy.
2. It is in the best interest of the City and DTD for the City to pay the actual costs for DTD plan review services and inspection coordination during construction of the water transmission line.
3. ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the termination of the three (3) year performance warranty provided by the City to cover Project work in Clackamas County's jurisdiction.

2. Project Summary

- A. The Project ("Project") shall consist of the installation of 13,800 linear feet, more or less, of 18" diameter pipe running between the existing pump station located on Lusted Road and the City of Sandy/Clackamas County jurisdictional line. A pump station will be built at the base of Hudson Road, on private property, in unincorporated Clackamas County.

An additional 13,190 linear feet of 24" water pipe as well as a reservoir and pump station will be installed within the City of Sandy, this additional scope of work (within the incorporated City limits) is not included in the scope of this agreement.

- B. Said project shall consist of a high pressure water transmission line and appurtenances (such as, but not exclusively, iron fittings, fire hydrants, butterfly valves, gate valves, air release valve assemblies, and blow offs).
- B. Construction of said line may, among other elements, require removal and replacement of concrete culverts, removal and replacement of asphaltic concrete ("AC") pavement, and re-establishment of roadway shoulders and drainage.

3. Obligations of DTD

- A. DTD shall provide plan review and inspection services to the City for construction of the Project.
- B. DTD shall provide invoice breakdowns monthly for reimbursement throughout the duration of the Project. DTD shall bill against the City's deposit for the actual costs for performing plan review and inspection services. Current average billing rates are as follows; however, the City of Sandy will be invoiced based on the actual billing rates of employees working on the project.
- i. Project Mgmt. /IGA prep (\$89.62 (avg.) per hour; 40 hours estimated);
 - ii. Plans Examination (\$89.62 (avg.) per hour; 25 hours estimated);
 - iii. Traffic Control Plan Review (\$102.60 (avg.) per hour; 15 hours estimated);
 - iv. Inspection Services (\$93.25 (avg.) per hour; 340 hours estimated);
 - v. Inspection Vehicle Rate (\$8.31 (avg.) per hour; 340 hours estimated);
 - vi. Pre-Construction Meeting (\$336.16 per hour estimated price; covers vehicle(s), plans examiner, traffic engineer, inspector, and deputy surveyor).

Special Note: DTD has estimated the above costs (i-vi) at \$41,894.70. This estimate is not inclusive of costs or deposits required by Clackamas County Surveyors Office ("CCSO") in Section C.

- C. The City shall reimburse CCSO for costs associated with the following (see attached "Exhibit A"):
- i. CCSO shall charge the City actual costs for the replacement of any public land survey corners that are disturbed or removed during the project to cover the replacement of survey monumentation.
 - ii. CCSO shall perform preliminary office research to locate record monuments according to the following billing rates with reimbursement from the deposit.
 - iii. Other services and deposits may be required as set out in "Exhibit A".
- D. DTD shall review, and upon approval, stamp the construction plans and specifications and issue appropriate permits.
- E. DTD shall review engineer report submittals, attend project meetings, and perform Project inspections throughout the duration of the Project. These inspections may include, but are not limited to:
- i. Spot inspections;
 - ii. Reading reports;
 - iii. Contact with consulting engineers regarding Project;
 - iv. Final inspection;
 - v. Road closures for traffic control;
 - vi. Full-time inspection during road restoration; and
 - vii. Unforeseen conditions (complaints or call outs from consulting engineers).
- F. DTD shall perform road restoration inspections and City shall perform any required restoration.

- G. If the initial deposit of funds has not been depleted, DTD shall reimburse the City upon approval of the final warranty inspection and completion of any noted corrections.

4. Obligations of the City

- A. City shall adhere to conditions outlined in any and all DTD development, utility or entrance permit(s) and related documents issued in conjunction with Project.
- B. City, at its own expense, shall complete and file a preconstruction monument recovery survey prior to construction.
- C. City shall require its consulting engineers to perform full time inspection and testing services in the field. City will ensure its consulting engineers provide all reports to DTD for review each week throughout the duration of the project.
- D. City shall pay the actual cost reimbursement to DTD for plan review and inspection services throughout construction of the Project.
 - 1) City shall provide DTD an initial deposit of \$42,000 to cover plan review and inspection services. If and when the initial deposit of funds have been depleted, City shall reimburse DTD monthly upon receiving itemized billings from DTD.
 - 2) City shall provide CCSO with an initial deposit, as outlined in "Exhibit A".
- E. City shall provide a performance warranty guaranteeing the Project work performed for a minimum of three (3) years from the date the development permit receives a final inspection.
- F. City shall provide to DTD AS-Constructed drawings that reflect any changes from the approved plans, such as, but not limited to changes that result in pipe realignment, placement of appurtenant facilities, or different road restoration.

5. Work Plan and Scheduling

- A. City intends to begin construction of the Project in February of 2013. Project completion is anticipated to be approximately one (1) year after the start of construction.
- B. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule or the contents of the Project. Each party shall use best efforts to coordinate with the other to minimize conflicts.
- C. In the event of changes to the plans or specifications the City and DTD will meet to discuss the change(s) and agree upon the appropriate course of action.

- 6. Indemnity.** To the extent permitted by law under ORS 30.260 – 30.300, and subject to Oregon Constitution Article XI, Section 11, each party shall indemnify and defend the other, its Board, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the negligence or act of a party.

7. Termination. If either party shall fail to perform any term or condition of this Agreement, then upon seven days' written notice, either party may terminate the Agreement and have no further obligation hereunder save for costs incurred prior to termination or Section 6 which shall survive termination. Termination shall have no effect on the City's obligations under any of its permits.

8. General Provisions.

- A. **Merger Clause.** This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- B. **Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.
- C. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- D. **Jurisdiction of Circuit Court.** Any dispute or claim shall be settled in the Circuit Court of the State of Oregon for Clackamas County. Mediation shall be a prerequisite to any circuit court action.
- E. **Notices.** Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows:
 - Clackamas County - Department of Transportation and Development
Attn: Engineering, Utility Permits
150 Beaver Creek Road
Oregon City, OR 97045
 - City of Sandy
Attn: Public Works Director
39250 Pioneer Blvd.
Sandy, OR 97055
- F. **Attorney's Fees.** If a dispute should arise between the parties regarding any term or portion of this Agreement, the prevailing parties shall be entitled to such reasonable attorney's fees as a trial court may award and on any appeal therefrom.
- G. **Each party is an independent contractor with regard to the work of the other. No party is an agent or employee of the other. No party or its employee is entitled to participate in any pension plan, insurance, bonus, or benefit provided by the other.**
- H. **Modifications to this Agreement shall be in writing and signed by all parties.**

- I. Each party shall give the other immediate written notice of any action or suit filed or any claim made that may result in litigation in any way related to this Agreement.
- J. 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.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

City of Sandy

Clackamas County

Scott Lazenby
Scott Lazenby,
City Manager

Chair

Witness
Witness

Mary Raethke,
Recording Secretary

1/9/13.
Date

Date

Exhibit A

There is one (1) Public Land Survey corner that is in extreme danger of disturbance or destruction during this project.

The following Oregon Statutes apply:

209.140 Necessary interference with corners; prior notice to county surveyor required; exception for emergency; fees. (1) Any person or public agency that finds it necessary to interfere with or pave over any established public land survey corner or accessories for any reason, shall notify the county surveyor prior to the interference, who shall lower and witness the monument, or place another monument and witness over the existing monument or reference and replace or set a witness monument, as the case may demand, and record the proceedings in the record of permanent surveys. The county surveyor may charge a fee in an amount that will reimburse the county for the work performed.

The Clackamas County Surveyor's Office (CCSO) has performed initial recovery and reference of this corner and will mark the corner and existing reference marks prior to the beginning of construction. This cost will be borne by the CCSO. Any subsequent disturbance or destruction of the corner or references shall be reimbursed to the CCSO at actual cost. A deposit of \$10,000 will be required as part of the surety for this project.

Additionally, it is the responsibility of the public agency responsible for this project to protect, pursuant to ORS 209.150, to "reference and replace" all survey monuments of record in the office of the county surveyor or the county clerk that are subject to being removed, disturbed or destroyed. This replacement must be accomplished within 90 days of the destruction and a survey filed with the CCSO.

The alternative to the replacement of individual monuments is to file "pre" and "post" construction surveys (ORS 209.155). The CCSO has performed a preliminary office research of record monuments and have found a significant number in the street and off-street portions of the project. All of these monuments must be located and referenced prior to construction. If the ORS 209.155 option is not selected, the CCSO will require survey notes showing the found monuments and their references.

It is the belief of the County Surveyor that a thorough job of office and field research has not yet been performed (as of November 15, 2012) to locate and identify property corner monuments along the route of the project.

Requiring the contractor to protect these monuments during the course of construction is not an option. This work is the responsibility of the City and the Engineering Consultant preparing the plans and supervising the project.

All work that the CCSO has or will incur in this project must be reimbursed by the City or the Consultant at current hourly rates (at the time of the work).



13

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

January 24, 2013

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Oregon City to
Transfer Permitting Authority and Maintenance Responsibilities
from Clackamas County to the City of Oregon City for Portions of
Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct.**

The Engineering Division of the Department of Transportation requests the approval of an Intergovernmental Agreement with the City of Oregon City to transfer permitting authority and maintenance responsibilities for portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. to the City. There is no cost associated with this agreement.

Clackamas County currently has jurisdiction, including permitting authority and maintenance responsibilities, over Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. These roads are all located within the city limits of Oregon City. Currently, Oregon City residents and developers must seek permits from both the City and the County for road use, driveway and utility work on these streets due to the overlapping jurisdiction. This agreement will transfer that permitting authority to the City, making the permitting process more economical and efficient for citizens. The County will retain maintenance responsibilities over these road sections through August 31, 2013, and in that time will complete specific maintenance items (see Exhibit A). At the completion of these maintenance items, the City will request full jurisdictional transfer of these road sections.

This agreement is effective upon execution by all parties and will remain in effect until full jurisdictional transfer of the portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. is complete.

This agreement has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Oregon City to transfer permitting authority and maintenance responsibilities for portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. to the City.

Sincerely,

Cam Gilmour
Director

For information on this issue or copies of attachments
please contact Mike Bezner at (503) 742-4651

**INTERGOVERNMENTAL AGREEMENT BETWEEN OREGON CITY AND
CLACKAMAS COUNTY CONCERNING:
Thayer Rd., Falcon Dr., Connie Ct., Thayer Ct.**

**BETWEEN: Clackamas County ("County")
and
The City of Oregon City ("City")**

This is an Intergovernmental Agreement ("Agreement") between Clackamas County, a political subdivision of the State of Oregon, and the City of Oregon City, a municipal corporation of the State of Oregon. It is an agreement whereby the County authorizes and the City agrees to undertake permitting authority and maintenance responsibilities for portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. This Agreement is effective _____, 2013.

RECITALS

- A. WHEREAS, ORS Chapter 190 allows governmental entities to enter into agreements with other governmental entities for the performance of any governmental or other function that one party to the agreement has the authority to perform, and
- B. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over the portion of Thayer Rd. located within the city limits of Oregon City, from the intersection with Maplelane Rd. to the city limits, approximately 0.35 miles; and
- C. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over the portion of Falcon Dr. located within the city limits, from the intersection with Gaffney Ln. to Castleberry Loop, approximately 0.4 miles; and
- D. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over Connie Ct. located within the city limits, from the intersection with Glen Oak Rd. to the cul-de-sac dead end, approximately 0.09 miles; and
- E. WHEREAS, the County has jurisdiction, including maintenance responsibilities, over Thayer Ct. located within the city limits, from the intersection with Thayer Rd. to the cul-de-sac dead end, approximately 0.04 miles; and
- F. WHEREAS, when development has occurred in the above described areas, developers have been required to obtain permits from both the City and the County separately because of this overlapping jurisdiction; and
- G. WHEREAS, it would be more economical and efficient for developers, and would be in the best interest of the traveling public, to have a single jurisdiction issue all future development permits in this area; and
- H. WHEREAS, the County and the City agree that all development permits required on the above named roads within the City limits should be processed by the City; and
- I. WHEREAS, upon the County completing agreed maintenance responsibilities per Exhibit "A", the City will request transfer of road authority for these sections of road;

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

1. Transfer of Permitting Authority. The County transfers to the City, and the City accepts from the County, permitting authority over the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
 - 1.1. The County transfers to the City, and the City accepts from the County, all functions, duties, and responsibilities related to the review of all road use permits, driveway permits, and utility permits pertaining to the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
 - 1.1.1. All road use permits, driveway permits and utility permits shall be reviewed by and either issued or denied by the City. The City's standards shall be used to review permits.
 - 1.1.2. All corresponding permit fees shall be collected and retained by the City.
2. Transfer of Maintenance Responsibilities. The County shall retain all maintenance responsibility pertaining to the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct., and Thayer Ct. through August 31, 2013. The County shall complete the maintenance items listed in Exhibit A by August 31, 2013. After completion of listed maintenance items or August 31, 2013, whichever is sooner, the City shall request a jurisdictional transfer of the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct.
3. Transfer of Existing Documentation. The County shall provide the City any record drawings, mapping and utility data available for the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct. at the time of maintenance transfer.
4. Funding. The County and City shall each be responsible for their costs incurred to execute this Agreement. Neither the County nor the City shall be responsible for furnishing to the other personnel, equipment, supplies or materials.
5. Cooperation. Both parties shall cooperate in the pursuit of this Agreement and shall otherwise do all things that may be necessary under this Agreement, in compliance with applicable law. Both parties desire to revisit this cooperative arrangement as set out in Section 2 above to determine when full jurisdictional transfer should occur.
6. Effective Date. This Agreement shall become effective immediately upon its signing by each party's authorized representatives.
7. Termination. This Agreement shall remain in effect until full jurisdictional transfer of the aforementioned portions of Thayer Rd., Falcon Dr., Connie Ct. and Thayer Ct. is complete. The parties specifically note that they expect the Resolution and Board Order transferring jurisdiction to occur before December 31, 2013.
8. Oregon Department of Transportation. On May 7, 2001 the State of Oregon, by and through its Department of Transportation ("ODOT"), entered into Local Agency Agreement No. 18,286 with the City and the County for the construction of roadway improvements at the intersection of Highway 213 and South Beaver Creek Rd. which involves both Thayer Rd. and Thayer Ct. This Local Agency Agreement was subsequently amended on April 9, 2003 to include maintenance responsibilities.
 - 8.1. The City and the County acknowledge the force and effect of Local Agency Agreement No. 18,286 and its subsequent Amendment. City and County covenant that the terms

of this Agreement shall not jeopardize the Oregon Department of Transportation's rights to enforce City and County maintenance obligations under Local Agency Agreement No. 18,286 and its Amendment.

- 8.2. The City and the County further note the existence of Oregon Transportation Commission Resolutions 624, 625 and 637; ODOT Miscellaneous Contracts and Agreements No. 7601; and ODOT Miscellaneous Contracts and Agreements No. 12,638. City and County covenant that the terms of this Agreement shall be construed consistent with those Resolutions and Contracts and Agreements, and not jeopardize any rights, title or interest created or recognized in those Resolutions and Contracts and Agreements.
- 8.3. The City and the County recognize that during the term of this Agreement, property now owned in fee by the State of Oregon by and through ODOT that is located adjacent to the roadways subject to this Agreement may be transferred to the ownership of the City. The City and the County declare that the terms of this Agreement shall apply without regard to the ownership of any parcel and that no aspect of this Agreement should be construed as barring or otherwise acting as an impediment to any subsequent transfer.
9. Indemnification. The parties, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30 and the respective limitations on indebtedness contained in Article XI, section 10 of the Oregon Constitution and Section 43 of the Oregon City Charter, shall defend, indemnify and save harmless each other, their officers, employees and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, arising from their respective negligence, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to this Agreement. The County and the City each agree to give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
10. Notice: Any notice under this Agreement shall be given in writing by personal delivery or mailing the same, postage prepaid as certified mail, to the addresses below, or such other address as either party may hereafter indicate. Any notice so addressed and mailed shall be deemed to have been received five (5) days after the date postmarked.

County Address: Transportation Engineering Manager
Department of Transportation and Development
Development Services Building
150 Beaver Creek Rd.
Oregon City, OR 97045

City Address: City Manager
City of Oregon City
625 Center Street
PO Box 3040
Oregon City, Oregon, 97045

11. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All terms

and conditions necessary to be inserted into public contracts in the State of Oregon are hereby incorporated as if such provisions were a part of this Agreement.

12. Attorney's fees. In the event legal action is brought by the City or the County against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party's attorneys fees, costs and expenses. "Legal action" shall include matters subject to arbitration and appeals.
13. Insurance: The City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
14. Amendment: The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing, must refer specifically to this Agreement, and shall become effective only when executed by the County and the City.
15. No Third Parties: The County and the City are the only parties to this Agreement and are the only entities entitled to enforce its terms.
16. Relationship: The County and the City have no relationship other than that set out in this Agreement and other agreements. The County and the City are independent of each other. The County and the City are not in an agency relationship. The County has no control over the work done by the City or the manner in which it is performed. Neither the County nor the City, or their officers, employees, or agents, may participate in each other's pension plan, insurance, bonus, or similar benefits or programs.
17. Entire Agreement: The Agreement and its attached exhibit constitute the entire agreement between the parties.
18. Severability: If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of its remaining provisions shall not in any way be affected or impaired.

By signature below, the County and the City certify that the individuals presented are representatives of their respective bodies and are authorized to act in the matters set out in this Agreement, and execute this Agreement by the dates set forth below.

CLACKAMAS COUNTY, OREGON

By: _____
Chair

Recording Secretary

Date: _____, 2013

CITY OF OREGON CITY, OREGON

By: *Doug Neeley*
Doug Neeley, Mayor

By: *Nancy Adl*
City Recorder

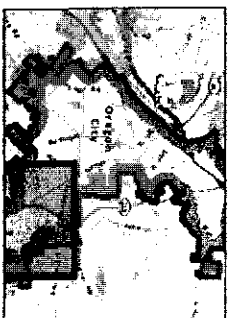
Date: *Jan. 2*, 2013

Inter Governmental Agreement Location Map



- Legend**
- City Limits
 - UGB

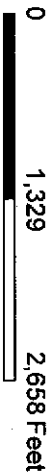
Notes



Overview Map

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 12/28/2012



1 : 15,947

Thayer Rd., Thayer Ct., Connie Ct., & Falcon Dr.

City of Oregon City
 P.O. Box 3040
 625 Center St
 Oregon City
 OR 97045
 (503) 657-0891
www.orcity.org

