



AGENDA ***Revised**

(removed item D.1 and added item E.1)

Thursday, January 10, 2013 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-01

I. CALL TO ORDER

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

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

1. Introduction and Welcome of the New Board Members – Commissioner John Ludlow, Chair, Commissioner Martha Schrader and Commissioner Tootie Smith

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

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Revenue Agreement with the Gladstone School District to Provide Child Resource Coordinator Services – Children, Youth and Families
2. Approval of a Behavioral Health Services Agreement with ColumbiaCare Services, Inc. for Outpatient Mental Health Services – Behavioral Health
3. Approval of a Behavioral Health Services Agreement with Lori Olson, PMHNP for Outpatient Mental Health Services – Behavioral Health
4. Approval of a Behavioral Health Services Agreement with Oregon Health and Science University for Outpatient Mental Health Services - Behavioral Health

5. Approval of a Behavioral Health Services Agreement with Trillium Family Services for Intensive Community-Based Services for Children, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-Acute Psychiatric Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children - Behavioral Health
6. Approval of a Behavioral Health Services Agreement with Western Psychological Counseling Services, PC for Outpatient Substance Abuse and Mental Health Services - Behavioral Health
7. Approval of Intergovernmental Agreement Amendment No. 5 with the City of Sandy/Sandy Senior Center to Provide Social Services to Clackamas County Residents – Social Services

B. Department of Transportation & Development

1. Approval of Amendment No. 3 to Intergovernmental Agreement No. 27385 Between Clackamas County and Oregon Department of Transportation for the Preliminary Engineering and Design of the Sunrise Project – Industrial Way

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. County Counsel

- *1. **REMOVED** - Authorization for Staff to Initiate Franchise Discussions with the City of Oregon City

E. County Administration

- *1. Approving Contract Extensions for Secure Rural School Title III Projects for Federal Fiscal Year 2012-2013

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

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

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement with the Gladstone School District to Provide Child Resource Coordinator Services

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental revenue agreement with the Gladstone School District to provide Child Resource Coordinator Services for Gladstone/Jennings Lodge families. Services to be provided under this contract include provide a Family Resource Coordinator to receive, coordinate, and expedite service referrals, and help families navigate the healthy, education and human services systems.

Total amount of this agreement is \$45,000. Funds are budgeted in the Local Government and Agencies grant stream for fiscal year 2012-2013 to cover this agreement. No County General Funds are involved. This agreement is effective November 1, 2012 and will terminate October 31, 2013. This agreement was approved by County Counsel on December 11, 2012.

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,

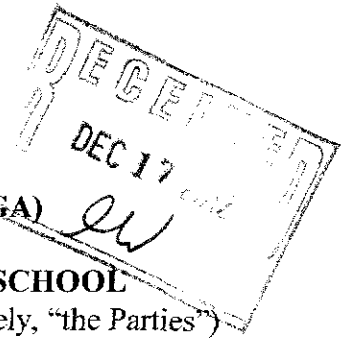


Cindy Becker
Director

GLADSTONE SCHOOL DISTRICT NO. 115

17789 Webster Road - Gladstone, Oregon 97027

503-655-2777 www.gladstone.k12.or.us



STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)

This Intergovernmental Agreement ("Agreement") is between **GLADSTONE SCHOOL DISTRICT** ("GSD") and **CLACKAMAS COUNTY** ("COUNTY") (collectively, "the Parties") pursuant to authority granted in ORS Chapter 190.

Scope of Work. The Parties agree as follows: The COUNTY will provide Child Resource Coordinator Services for the District as outline in Exhibit A and Exhibit B.

Term of Agreement. The initial Agreement term will be November 1, 2012 through October 31, 2013, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first.

Agreement Amount. The agreement for services performed shall not exceed \$45,000

Payment. As compensation for such services, COUNTY will invoice GSD monthly for services performed. GSD will pay the COUNTY within 15 days of receipt of invoice for authorized services pursuant to this Agreement.

STANDARD TERMS AND CONDITIONS

- 1. Subcontracts and Assignment.** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, COUNTY may subcontract, in whole or in part, its performance under this Agreement.
- 2. Termination.** This Agreement may be terminated (a) by mutual agreement at any time or (b) by GSD, for cause or convenience, upon not less than three calendar days' advance written notice. Upon termination, the GSD shall compensate COUNTY for all Services authorized by GSD and properly performed through the date of termination plus any expenses directly attributable to the termination. In no event shall COUNTY be entitled to compensation for overhead and profit on the terminated Services or consequential damages arising out of such termination.
- 3. Access to Records.** Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- 4. Compliance with Applicable Law.** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.

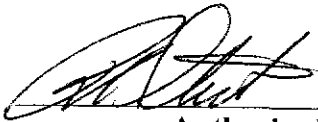
5. **COUNTY's Defense and Indemnification.** COUNTY agrees to indemnify, hold harmless, reimburse, and defend GSD, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of COUNTY, its employees, subconsultants, or anyone for whose acts COUNTY is responsible. This provision is subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.
6. **GSD's Defense and Indemnification.** GSD agrees to indemnify, hold harmless, reimburse, and defend COUNTY, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of GSD, its employees, subconsultants, or anyone for whose acts GSD is responsible. This provision is subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.
7. **Force Majeure.** In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions, or action of governmental authorities, or of any civil or military authority, national emergency, or lockout, labor shortage, or materials shortage.
8. **Compliance with Applicable Law.** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.

Insurance. COUNTY self-insurance will satisfy the requirements of this section and COUNTY agrees to maintain an actuarially sound self insurance fund for that purpose.
9. **Governing Law; Arbitration.** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. All claims, disputes and other matters in question between GSD and COUNTY arising out of or relating to this Agreement will be subject to binding arbitration in accordance with ORS 190.710 to 190.800.
10. **Entire Contract.** This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.
11. **Waiver; Severability.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void, or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms

and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

12. **Modification.** No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.
13. **Notices.** Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission, or (3) delivery by courier or messenger service that maintains records of its deliveries.
14. **Signatures.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of GSD and COUNTY, respectively.

I have read this contract, including all exhibits and attachments, if applicable. I certify that I have the authority to sign and enter into this contract and agree to be bound by its terms.



Authorized Signature

12/13/12

Date

Authorized Signature

Date

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
ColumbiaCare Services, Inc. for Outpatient Mental Health 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 ColumbiaCare Services, Inc. for Outpatient Mental Health Services.

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on January 19, 2012.

Payment is based on current Medicaid rates. 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 received through Health Share Oregon. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2013 and terminates on December 31, 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.

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 COLUMBIACARE SERVICES, 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 **January 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.

ColumbiaCare Services, 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.

ColumbiaCare Services, Inc.

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,

ColumbiaCare Services, 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

ColumbiaCare Services, 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.

ColumbiaCare Services, Inc.

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:

ColumbiaCare Services, Inc.
3587 Heathrow Way
Medford, OR 97504

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	Compensation and Payment
Exhibit C	Scope of Work
Exhibit D	Performance Standards
Exhibit E	Fraud and Abuse
Exhibit F	Compliance with Applicable La

COLUMBIACARE SERVICES, INC.

By: 

Robert C. Beckett, Executive Director

12-20-2012

Date

3587 Heathrow Way

Street Address

Medford, Oregon 97504

City / State / Zip

(541)858-8170 / (541)858-8167

Phone

/ Fax

CLACKAMAS COUNTY

Chair: John Ludlow

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

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ColumbiaCare Services, Inc.

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Lori Olson, PMHNP for Outpatient Mental Health 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 Lori Olson, PMHNP for Outpatient Mental Health Services.

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on December 11, 2008.

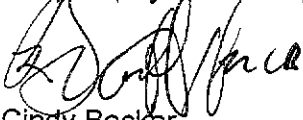
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD staff who pre-authorize and monitor services on an on-going basis.

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Recommendation

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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 LORI OLSON, PMHNP, 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

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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.

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

Lori Olson, PMHNP

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.

Lori Olson, PMHNP

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

Lori Olson, PMHNP

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.

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.

Lori Olson, PMHNP

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:

Lori Olson, PMHNP
4511 SE Hawthorne, Suite 215
Portland, OR 97215-3170

If to COUNTY:


Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

Lori Olson, PMHNP

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 L

CONTRACTOR

By:  PMHNP
Lori Olson, PMHNP
12/27/12

Date
4511 SE Hawthorne, Suite 215
Street Address
Portland, OR 97215-3170
City / State / Zip
(503)224-6446 / (503)224-8878
Phone / Fax

CLACKAMAS COUNTY

Chair: John Ludlow
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

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Oregon Health and Science University for or Outpatient Mental Health 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 Oregon Health and Science University for Outpatient Mental Health Services.

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on September 27, 2012.

Payment is based on current Medicaid rates. 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 received through Health Share Oregon. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2013 and terminates on December 31, 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.

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 **Oregon Health & Science University**, an Oregon statutory public corporation, hereinafter called "OHSU" and Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY". This Agreement is for outpatient mental health services provided by OHSU's Intercultural Psychiatric Program only.

Whereas, COUNTY is in need of professional outpatient mental health services to adults and children who are COUNTY Oregon Health Plan Members capitated to COUNTY and residents of Clackamas County who are eligible for services as uninsured, indigent individuals; and

Whereas, OHSU is a public corporation formed for the purpose of improving health through its four-part mission of education, patient care, research and public service;

Whereas, OHSU provides health care services to patients within the scope of its licensure or accreditation;

Whereas, OHSU operates a qualified Intercultural Psychiatric Program that can provide the services that COUNTY requires; and

Whereas, the provision of these services by OHSU will benefit the treatment programs of COUNTY; and

Whereas, it is mutually desirable for OHSU to provide the services required by COUNTY;

Now, therefore, the parties agree to the following conditions:

AGREEMENT

1.0 Engagement

COUNTY hereby engages OHSU to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This Agreement sets forth the terms under which OHSU 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 January 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 consent of both parties.

3.0 Compensation and Fiscal Records

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

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should OHSU fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until OHSU 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 OHSU.

Oregon Health Sciences University

3.3 Financial Records. OHSU 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 OHSU were in excess of the amount to which OHSU was entitled, OHSU 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. OHSU 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. OHSU shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. OHSU shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY. OHSU shall not be relieved of any of OHSU'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. OHSU 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 OHSU.

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

5.0 General Conditions

5.1 Indemnification. Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300), COUNTY agrees to hold harmless and defend with counsel acceptable to OHSU, and indemnify OHSU, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of COUNTY's, or its subcontractors, reckless, careless or negligent acts, omissions, services or work performed under this contract.

Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300), OHSU agrees to hold harmless, and defend with counsel acceptable to COUNTY, and indemnify and reimburse each of COUNTY and its respective directors, officers, employees, agents, subsidiaries, successors and assigns, entities acquired or hereinafter created, (collectively, "COUNTY Indemnified Parties"); from and against any and all liability, damages, settlements, loss, costs, and expenses (including costs incidental to the investigations and defense thereof and reasonable attorney's fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of OHSU's, reckless, careless or negligent acts, omissions, services or work performed under this contract.

UNIVERSITY 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 UNIVERSITY, or its agents or employees under this Agreement.

As OHSU is a public body, OHSU's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act.

Oregon Health & Science University

5.2 Insurance. During the term of this Agreement, OHSU shall maintain in force at its own expense through a program of self-insurance each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

OHSU shall maintain a program of self-insurance during the term of this Agreement covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,800,000 per occurrence/\$3,600,000 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 program of self-insurance 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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

OHSU is subject to the provisions and limitations of the Oregon Tort Claims Act ORS 30.260 through 30.300 for tort liability, including personal injury and property damage. These provisions establish OHSU's limits of liability. Per the Oregon Tort Claims Act, OHSU maintains the necessary resources to manage OHSU claims.

5.2.4 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, OHSU shall provide a letter attesting to its program of self-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.

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

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

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

5.4 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by OHSU 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 OHSU shall:

- a. Make payments promptly, as due, to all persons supplying to OHSU 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 that OHSU 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 OHSU fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to OHSU 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 OHSU by reason of this Agreement.

5.9.3 OHSU 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 OHSU 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 OHSU, of all sums that OHSU agrees to pay for the services and all monies and sums that OHSU collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

5.10 Integration. This Agreement contains the entire agreement between COUNTY and OHSU 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 OHSU, 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 OHSU has endangered or is endangering the health or safety of Clients, staff or the public. OHSU 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 OHSU, or the lapse, relinquishment, suspension, expiration, cancellation or termination of OHSU's insurance as required in this Agreement.

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

6.2.7 If OHSU 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 OHSU and terminate the whole or any part of this Agreement if OHSU 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 OHSU 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. OHSU and COUNTY shall continue to perform all duties and obligations under this Agreement with respect to Clients under care of OHSU 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 OHSU:

Oregon Health & Science University
Managed Care Contracting & Network Development
Mailcode: MBS81
3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

Oregon Health & Science University

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

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

OREGON HEALTH & SCIENCE UNIVERSITY

By: *Thomas M. Heckler*
Thomas M. Heckler
Senior Associate Dean, OHSU School of Medicine

12/18/12
Date
3181 SW Sam Jackson Park Road
Street Address
Portland, Oregon 97239-3098
City / State / Zip
(503)494-1050
Phone

CLACKAMAS COUNTY

Chair: John Ludlow
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

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COPY

Cindy Becker
Director

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with Trillium Family Services for Intensive Community-Based Services for Children, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-Acute Psychiatric Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a renewal Behavioral Health Services Agreement with Trillium Family Services for Intensive Community-Based Services for Children, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-Acute Psychiatric Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children.

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on December 8, 2011.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by the Behavioral Health Division Finance & Administration staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2013 and terminates on December 31, 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 M. Zwetzig at (503)742-5318.

Healthy Families. Strong Communities.

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 TRILLIUM 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 upon the **January 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.

Trillium 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,

Trillium 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

Trillium Family Services

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:

Trillium Family Services
3415 SE Powell Boulevard
Portland, OR 97202-3396

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

TRILLIUM FAMILY SERVICES

By: 
Kim Scott, CEO

12-21-2012

Date
3415 SE Powell Boulevard

Street Address
Portland, OR 97202-3396

City / State / Zip
(541)758-5927 /

Phone / Fax

CLACKAMAS COUNTY

Chair: John Ludlow
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

January 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Western Psychological Counseling Services, PC
for Outpatient Substance Abuse and Mental Health 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 Western Psychological Counseling Services, PC for Outpatient Substance Abuse and Mental Health Services.

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on January 19, 2012.

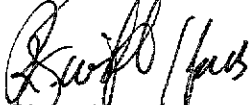
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds received through Health Share Oregon. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2013 and terminates on December 31, 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.

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 WESTERN PSYCHOLOGICAL COUNSELING SERVICES, PC, 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 **January 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.

Western Psychological Counseling Services, PC

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,

Western Psychological Counseling Services, PC

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

Western Psychological Counseling Services, PC

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.

COPY

7
Cindy Becker
Director

January 10, 2013

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement Amendment #5 with the
City of Sandy/ Sandy Senior Center to Provide Social Services to
Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #5 with the City of Sandy/ Sandy Senior Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment.

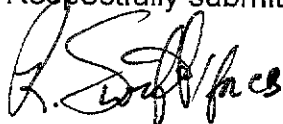
This amendment adds new Special Transportation Formula (STF) Discretionary funds for the provision of "lifeline" transportation services to vulnerable residents of the Boring area that no longer have access to TriMet LIFT services. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the agreement amount by \$39,176; to a total of \$243,831. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-22-11/12

Board Order Number: 062812-A9

Division: Social Services

Amendment Number 5

Contractor: City of Sandy / Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget

Justification for Amendment:

This is Amendment adds new Special Transportation Formula (STF) Discretionary funds for the provision of "lifeline" transportation services to vulnerable residents of the Boring area that no long have access to TriMet LIFT services. This results in an increase to the contract budget of \$39,176. Billings will be based on expenses incurred.

I. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,038 in Older Americans Act III-B funds, \$10,949 in Older Americans Act III-C funds, \$1,412 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$7,344 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$2,213 in NSIP funds, \$19,851 in STF Out Of District funds, \$778 in Tri-Met funds for waived non-medical transportation match; \$44,826 of Special Transportation Formula funds, \$1,322 of Medicaid funds for Medicaid client non-medical transportation services, and \$910 in LIEAP funds; for a total net compensation of \$108,142.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,038 in Older Americans Act III-B funds, \$10,949 in Older Americans Act III-C funds, \$1,412 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$7,344 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$2,213 in NSIP funds, \$19,851 in STF Out Of District funds, \$778 in Tri-Met funds for waived non-medical transportation match; \$44,826 of Special Transportation Formula funds, \$39,176 of Special Transportation Discretionary funds for Boring transportation with billing based on expenses incurred, \$1,322 of Medicaid funds for Medicaid client non-medical transportation services, and \$910 in LIEAP funds; for a total net compensation of \$108,142.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 - Unit Cost Schedule

Amend:

1. UNIT COST SCHEDULE
CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2012-13

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	LIEAP Funds (5)	NSIP Funds (6)	OAA Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSE- MENT RATE (15)
Case Management	\$3,295						\$366				92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159				55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381				188	\$3,810	\$18.27
Transportation OAA	\$5,880						\$654			\$1,000	1,470	\$7,534	\$4.00
Prevention			\$756				\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656				\$0				16	\$656	\$40.00
Family Crgvr. Respite				\$4,500			\$1,125			\$2,000	142	\$7,625	\$31.70
Trans - Ride Con. Out of Dist								\$19,851		\$600	2,481	\$20,451	\$8.00
Transportation - Special Needs								\$44,826			1,030	\$44,826	\$43.52
Transport - T19 Non-Med.								\$778	\$1,322		150	\$2,100	\$14.00
Food Service - Frozen HDM		\$7,410				\$2,850	\$824				3,800	\$11,084	\$2,700
OAA Meal Site Management		\$4,858					\$540			\$16,080	16,750	\$21,478	\$1.25
Medicaid Meals - SDSO		(\$1,318)				(\$638)	(\$147)		\$8,109	(\$765)	850	\$5,242	\$6.34
LIEAP Intakes					\$910						140	\$910	\$6.50
TOTALS	\$14,038	\$10,949	\$1,412	\$4,500	\$910	\$2,213	\$3,904	\$65,455	\$9,431	\$18,915		\$131,726	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

Source of OAA Match - City of Sandy, additional support staff and volunteers

Program Income - Client Donations from respite, senior nutrition, and transportation programs

Contract Amount: \$108,142

To Read

**1. UNIT COST SCHEDULE
CITY OF SANDY - SENIOR CENTER
Fiscal Year 2012-13**

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	LIEAP Funds (5)	NSIP Funds (6)	OAA Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSEMENT RATE (15)
Case Management	\$3,295						\$366				92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159				55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381				188	\$3,810	\$18.27
Transportation OAA	\$5,880						\$654			\$1,000	1,470	\$7,534	\$4.00
Prevention			\$756				\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656				\$0				16	\$656	\$40.00
Family Crgrv. Respite				\$4,500			\$1,125			\$2,000	142	\$7,625	\$31.70
Trans - Ride Con. Out of Dist								\$19,851		\$600	2,481	\$20,451	\$8.00
Transportation - Special Needs								\$44,826			1,030	\$44,826	\$43.52
Transport - T19 Non-Med.								\$778	\$1,322		150	\$2,100	\$14.00
Food Service - Frozen HDM		\$7,410				\$2,850	\$824				3,800	\$11,084	\$2,700
OAA Meal Site Management		\$4,858					\$640			\$16,080	16,750	\$21,478	\$1.25
Medicaid Meals - SDS		(\$1,318)				(\$638)	(\$147)		\$8,109	(\$765)	850	\$5,242	\$6.34
LIEAP Intakes					\$910						140	\$910	\$6.50
Boring Area Transportation								\$39,176			N/A	\$39,176	N/A
TOTALS	\$14,038	\$10,949	\$1,412	\$4,500	\$910	\$2,213	\$3,904	\$104,631	\$9,431	\$18,915	\$27,111	\$170,902	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

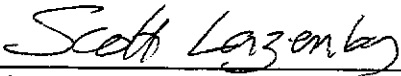
Source of OAA Match - City of Sandy, additional support staff and volunteers

Program Income - Client Donations from respite, senior nutrition, and transportation programs

Contract Amount: \$147,318

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

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

AGENCY CITY OF SANDY SANDY SENIOR CENTER	CLACKAMAS COUNTY
 By Scott Lazenby City Manager	Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith
Date 12/18/12	Signing on Behalf of the Board
38348 Pioneer Blvd Street Address	Cindy Becker, Director
Sandy, OR 97055 City/Zip	Health, Housing, and Human Services Dept.
(503) 668-5569 (503) 668-5891 Phone Fax	Date
93-6002250 Tax ID Number	



8 COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

January 10, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment Number 03 to Intergovernmental Agreement No. 27385
Between Clackamas County and Oregon Department of Transportation for the
Preliminary Engineering and Design of the Sunrise Project – Industrial Way**

The 2003 Oregon Transportation Investment Act (OTIA) Modernization Program provides funding for modernization projects chosen by the Oregon Transportation Commission. In August 2005, the Oregon Transportation Commission approved the projects to be funded and included the Sunrise Project, which includes Industrial Way, Mather Road and Lawnfield Road, all of which are part of the county road system. This project will design a new extension of Industrial Way from Mather Road to Lawnfield Road and will provide access and circulation in the vicinity of the State's Sunrise Project.

Clackamas County is conducting the engineering and design work to produce final plans, specifications and estimates for the Industrial Way Extension Project. This amendment increases the total estimated cost of the design of this portion of the project to \$803,000, which is fully funded by the 2003 OTIA Modernization Program. This increase is required as a result of ODOT's design modifications on the mainline of the Sunrise System. This amendment also extends the completion date of preliminary engineering and design from December 31, 2012 to June 30, 2013, and updates the contact information for ODOT's designated Project liaison.

Previous amendments increased the total estimated cost of the design of this portion of the project from \$480,000 to \$599,000 (Amendment No. 1, executed August 11, 2011), extended the completion date of the agreement and updated ODOT's project liaison (Amendment No. 2, executed August 3, 2012).

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approves Amendment No. 3 to Intergovernmental Agreement No. 27,385 for the preliminary engineering and design of the Sunrise Project – Industrial Way.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Terry Mungenast at 503-742-4656

AMENDMENT NUMBER 03
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION
PROGRAM AGREEMENT
FFO: SUNRISE PROJECT - INDUSTRIAL WAY
Preliminary Engineering and Design
Clackamas County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on August 11, 2011, Amendment Number 01 on May 1, 2012, and Amendment 02 on August 3, 2012. Said Agreement covers the Preliminary and Engineering Design Phase of the extension of Industrial Way in connection with the overall Sunrise Corridor project.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase Project funding, extend the completion date of Preliminary Engineering and Design, replace Revised Exhibit A Project Description and Budget and update State contact information. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

All references to Exhibit A and/or Revised Exhibit A, Project Description and Budget, shall be deleted in its entirety and replaced with the attached Revised Exhibit A-1, Project Description and Budget. All references to "Exhibit A and/or Revised Exhibit A, Project Description and Budget," shall hereinafter be referred to as "Revised Exhibit A-1, Project Description and Budget." The overall Sunrise Project/Vicinity Map and Detailed Map are still a part of Exhibit A.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The total estimated cost of the Project is \$599,000. \$499,000 of the Project cost is allocated for Preliminary Engineering and \$100,000 of the Project cost is allocated for Right of Way, including costs for Agency and State staff and contracting. The budget is shown on Revised Exhibit "A."

Shall be deleted in its entirety and replaced with the following:

3. The total estimated cost of the Project is \$803,000. \$703,000 of the Project cost is allocated for Preliminary Engineering and \$100,000 of the Project cost is allocated for Right of Way, including costs for Agency and State staff and contracting. The budget is shown on Revised Exhibit "A-1."

TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:

4. The 2003 OTIA Modernization Program funds are limited to \$599,000. In the event Project costs exceed \$599,000 in OTIA funds, both Parties will mutually determine

how to fund the remaining costs and enter into an amendment to this Agreement before said additional costs are incurred. Agency shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

Shall be deleted in its entirety and replaced with the following:

4. The 2003 OTIA Modernization Program funds are limited to \$803,000. In the event Project costs exceed \$803,000 in OTIA funds, both Parties will mutually determine how to fund the remaining costs and enter into an amendment to this Agreement before said additional costs are incurred. Agency shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

AGENCY OBLIGATIONS, Paragraph 3, Subsection a. i, Page 3, which reads:

- i. PS&E shall be completed by: December 31, 2012

Shall be deleted in its entirety and replaced with the following:

- i. PS&E shall be completed by: June 30, 2013

STATE OBLIGATIONS, Paragraph 1, Subsection a, Page 5, which reads:

1.
 - a. State shall reimburse Agency at 100% percent of eligible, actual costs incurred up to the maximum amount of 2003 OTIA Modernization Program funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 3.a. Under no conditions shall State's total obligation exceed \$599,000, including all expenses. When reimbursement is requested, Agency shall submit Exhibit B, the OTIA Progress Billing Form, attached hereto and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1.
 - a. State shall reimburse Agency at 100% percent of eligible, actual costs incurred up to the maximum amount of 2003 OTIA Modernization Program funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 3.a. Under no conditions shall State's total obligation exceed \$803,000, including all expenses. When reimbursement is requested, Agency shall submit Exhibit B, the OTIA Progress Billing Form, attached hereto and by this reference made a part hereof.

STATE OBLIGATIONS, Paragraph 3, Page 5, which reads:

3. State's Project Liaison for this Agreement is Nathan Potter, ODOT – Region 1, Consultant Project Manager, 123 NW Flanders St., Portland, OR 97209; 503-731-4986, Nathan.K.Potter@odot.state.or.us or assigned designee upon individual's absence designated by the State's Region 1 Manager. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

3. State's Project Liaison for this Agreement is Nathan Potter, ODOT Project Manager, 3700 SE 92nd Avenue, Portland, OR 97266-1951, 503-731-4245, nathan.k.potter@odot.state.or.us or assigned designee upon individual's absence designated by the State's Region 1 Manager. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #16602) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 27385-03

COUNTY OF CLACKAMAS, by and
through its elected officials

By _____
Chair

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Terry Mungenast
Technical Services Specialist
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
503-742-4656
terrymun@co.clackamas.or.us

State Contact:

Nathan K. Potter, PE, PMP
Project Manager
ODOT – Region 1
3700 SE 92nd Avenue.
Portland, OR 97266-1951
503-731-4245
nathan.k.potter@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

Agency/State
 Agreement No. 27385-03

REVISED EXHIBIT A-1
Misc. Contracts & Agreements No. 27385
PROJECT DESCRIPTION
Clackamas County
Sunrise Project –Industrial Way Construction

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 703,000	Agency Contribution	0 %
Right of way acquisition	<u>\$ 100,000</u>	OTIA	<u>100</u> %
Total	\$ 803,000	Total	100 %

	ODOT	COUNTY	CONSULTANT	PS&E TOTAL
PE	\$ 10,000	\$75,000	\$ 618,000	\$ 703,000
ROW	<u>\$ 100,000</u>		\$	<u>\$ 100,000</u>
Total	<u>\$ 110,000</u>	\$75,000	\$ 618,000	<u>\$ 803,000</u>

10



REMOVED

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Scot A. Sideras
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
Assistants

January 10, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization for Staff to Initiate Franchise Discussions with the City of Oregon City


In 2010, Clackamas County was awarded a grant to construct a broadband fiber optic network. The Project is constructing more than 170 miles of broadband fiber infrastructure throughout the county and providing economical network access and connections for public agencies. The Project also allows private telecommunications service providers to access this dark fiber infrastructure to enhance and expand their services to local businesses and residents.

The County began the placement of broadband fiber within Oregon City in early 2011 after seeking and obtaining written approvals from City officials. The City provided written confirmation that right of way permits were required only for fiber placed underground and not for aerial fiber. Further, the City confirmed that no franchise would be required for the Project.

In September 2011, City amended its municipal Code and issued a stop-work order on County crews working within the City. The City contended the County needed a franchise. Conversely, the County believed the City Code did not apply to the County and that the City had already confirmed that no franchise or fees were needed. However, the County respected the City, suspending construction.

The parties attempted to resolve the issues through mediation. After lengthy negotiations, Oregon City withdrew from mediation. County Counsel received a "Notice of Oregon City Code Violation" letter December 13 demanding that the County remove its BTOP installations or enter into a franchise agreement within 30 days, or face the City's pursuit of "legal remedies."

Staff respectfully recommends the Board authorize staff to initiate discussions to enter into a franchise agreement with Oregon City for the BTOP Project. Any resulting franchise agreement must be approved by the County and City commissions. Your favorable consideration is requested.

Sincerely,

Stephen Madkour
County Counsel

For information on this issue or copies of attachments, please contact Laurel Butman at 503-655-8893.



STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

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

January 10, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approving Contract Extensions for Secure
Rural School Title III Projects, for Federal Fiscal Year 2012-13**

In 1908, Congress enacted and subsequently amended a law requiring that 25% of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated to benefit public schools and roads.

The principal source of revenues from National Forest lands is from the sale and removal of timber, which has been sharply curtailed with a corresponding decline in revenues shared with counties. In order to create stable education and road maintenance funding through predictable payments to affected counties, Congress enacted Public Law (P.L.) 106-393 in 2000, which is also known as the "Secure Rural Schools and Community Self-Determination Act of 2000." This law created guaranteed minimum payments to those counties, as well as the opportunity to invest a portion of the payments in projects on federal lands or in county projects or activities.

On July 6, 2012, the Secure Rural Schools and Community Self-Determination Act of 2000 was reauthorized for federal fiscal year 2012 as part of Public Law 112-141. P.L. 112-141 was for a one year extension of funding; it is unlikely that Clackamas County will receive future/additional funding.

Under "Title III – County Funds," Section 302 of HR 1424 authorized uses for Title III funds are:

- (1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
- (2) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are –
 - (A) performed on Federal land after the date on which the use was approved under subsection (b);
 - (B) paid for by the participating county; and
- (3) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

Clackamas County has two preexisting contracts with the Oregon Department of Forestry for ongoing eligible projects that have received Title III funding to carry out activities under the Firewise Communities program and to develop community wildfire protection plans.

Additionally, the Clackamas County Sheriff's Office has one preexisting contract with Clackamas County for a project that is eligible to receive Title III funding to reimburse for search and rescue services. Both the Department of Forestry and the Sheriff's Office wish to continue their ongoing eligible projects through the 2012 federal fiscal year while funding remains available.

In order to allow for continued funding of these ongoing projects, County Counsel has reviewed contract extensions that will allow continued reimbursements for eligible expenditures incurred by these agencies between January 1, 2013 and September 30, 2013. Included in these contracts is the stipulation that funding/reimbursement is subject to the availability of funds.

The contracts and amounts for FFY 2012-13 Title III funding are as follows:

Agency	Contract	FFY 2012-13 Title III funds
Oregon Department of Forestry	Fuels reduction crew and community outreach	\$ 163,414
Oregon Department of Forestry	Firewise and Community Wildfire Protection coordinator	\$161,505
Clackamas County Sheriff's Office	Search and Rescue	\$ 75,000
Total		\$ 399,919

At the January 8, 2013 Study Session the Board of County Commissioners approved including the contract extensions on the January 10, 2013 Business Meeting consent agenda for formal approval.

RECOMMENDATIONS

Staff respectfully recommends the Board formally approve this item which will be implemented and the contracts extended in accordance with the requirements of P.L. 112-141. Your favorable consideration is requested.

Sincerely,



Steve Wheeler
County Administrator

For information on this issue or copies of attachments, please contact Nancy Newton at 503-742-5918