



AGENDA

Thursday, January 12, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-01

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

1. Proclaiming Clackamas County's Support for Jobs, Wages and Benefits (BCC)

II. DISCUSSION ITEM *(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.)*

Tourism & Cultural Affairs

1. Resolution No. _____ Supporting Efforts to Establish a Willamette Falls National Heritage Area and Urging Designation by Congress (Danielle Cowan)

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

A. Health, Housing & Human Services

1. Board Order No. _____ Approval of the Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - BH
2. Approval of a Behavioral Health Services Agreement with LifeWorks NW for Psychiatric Day Treatment Services to Oregon Health Plan Enrollees Under Age 18 – BH
3. Approval to Submit the 2012-2014 Triennial Plan for Public Health Services to the Oregon Health Authority, Public Health Division - CH

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and Metro for Transportation Modeling/Forecasting Services – Metro Contract No. 930985

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc

D. Business & Community Services

1. Approval to Execute an Easement Agreement for the Boring Station Trailhead Park
2. Board Order No. _____ Authorizing the Director of Business and Community Services to Sign and Execute Documents to Complete the Exchange of the County's Hunchback Mountain Property
3. Board Order No. _____ Authorizing the Director of Business and Community Services to Execute the Thunder and Lightning Timber Sale

V. COMMISSIONERS COMMUNICATION

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

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

**PROCLAIMING CLACKAMAS COUNTY'S SUPPORT
FOR JOBS, WAGES, AND BENEFITS**

WHEREAS, the financial stability created by jobs is an indispensable part of a successful community;

WHEREAS, the jobs that most surely support financial stability are jobs with employers that pay living wages to skilled and educated workers with high productivity, provide health care benefits, promote the longevity of workers in their positions, encourage job safety, advance the certifications of workers, and provide the opportunity to make contributions towards a retirement plan;

WHEREAS, Clackamas County recognizes the power of focused investment to create jobs that provide the greatest degree of financial stability; and

WHEREAS, the Legislature, through the amendments made to ORS 279A.128 by Chapter 237 Oregon Laws 2011 and similar legislative changes has recognized the benefits of certain preferences in public contracting.

NOW, THEREFORE, WE DO HEREBY PROCLAIM that as part of its selection of appropriate economic development undertakings, personal and professional services contracts, and public construction projects that serve the needs of residents and businesses Clackamas County will place as a priority the selection of projects that result in jobs that pay living wages to skilled and educated workers with high productivity, provide health care benefits, encourage the longevity of workers in their positions, promote safety, advance the certifications of workers, and provide the opportunity for a pension; and

WE DO FURTHER PROCLAIM Clackamas County's intent to observe at all times the requirements for bidding on public improvement contracts and the prevailing wage law that provides a living wage for workers, all as set out in ORS Chapters 279A, 279B, and 279C and their accompanying regulations; and

WE DO FURTHER PROCLAIM that using local sources for workers, materials, and expertise is recognized as the method producing the most immediate economic benefit to the workers and businesses of Clackamas County; and

WE DO FURTHER PROCLAIM that Clackamas County will look for ways to encourage employers that establish state-registered apprenticeship programs and opportunities to advance emerging businesses owned or operated by women, minorities, or others not historically represented in the trade or industry.

DATED this 12th day of January, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



CLOSE TO PORTLAND...A WORLD AWAY™

January 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**RESOLUTION SUPPORTING EFFORTS TO ESTABLISH A WILLAMETTE FALLS
NATIONAL HERITAGE AREA AND URGING DESIGNATION BY CONGRESS**

The Willamette Falls and surrounding vicinity is a place where natural, cultural, and historic resources coalesce to form an area of regional and national importance. It is the nexus of geologic formations created by the Missoula Floods, which contributed to the fertility of the Willamette Valley. It was a focal point of trade and fishing for native peoples. After discovery by white explorers, it became an area of significance for trapping and trading interests including the Hudson's Bay Company. These activities paved the way for settlement and the establishment of the first incorporated city and official seat of government in the American West. When word spread of the bounties and opportunities available in the Oregon Territory the Area became a major destination point for the Oregon Trail; one of the largest overland migrations in human history. The Falls and surrounding Area continued to influence the development of the region and the Nation. The Falls themselves became an important industrial resource by providing mechanical, and eventually hydroelectric power, to local woolen and paper mills. The Willamette Falls are also home to the oldest multi-lift navigational locks in the United States.

Beginning in 2006, a group of public, private, and nonprofit organizations came together under the common goal of preserving the Willamette Falls area's heritage and sharing it with visitors from near and far. After several years of exploring ideas, goals, and potential projects, the group arrived at a bold new strategy. In 2010, Congressman Kurt Schrader introduced House Resolution 4081 on behalf of the Falls coalition, which would have funded a feasibility study necessary for establishing a National Heritage Area around the Willamette Falls. To capitalize on the momentum of HR 4081, and to create a more formalized body to support the National Heritage Area goal, the group formed the Willamette Falls Heritage Area Coalition.

Participating partners in the Coalition currently include:

- City of West Linn
- City of Oregon City
- Clackamas County
- Clackamas County Tourism Development Council
- Confederated Tribes of the Grand Ronde

- Oregon State Historic Preservation Office
- Oregon Parks & Recreation Department
- Clackamas County Historical Society
- Clackamas County Arts Alliance
- Main Street Oregon City
- Main Street West Linn
- Ice Age Floods Institute
- Willamette Falls Heritage Foundation
- Portland General Electric
- West Linn Paper Company

While House Resolution 4081 did not pass into law, efforts by the coalition continued. With funding contributed by members, the Coalition hired a project manager to coordinate outreach, conduct research, secure community support, and draft a Feasibility Study to be submitted to the National Parks Service for evaluation. Approval by the National Parks Service is the first step for achieving National Heritage Area status, followed by Congressional authorization. If approved, the Willamette Falls Heritage Area would be the first national heritage area established on the West Coast.

The outreach, research, and drafting phases are near completion. In February 2012, the Coalition will begin sharing the draft study with the public and incorporating vetted changes into the final draft. When submitted, the Feasibility Study will include letters of support from individuals and organizations, as well as resolutions and proclamations from supportive jurisdictions. As a member of the Coalition, it is appropriate that Clackamas County contributes support for National Heritage Area status in the form of a letter and Resolution to be included in the final Feasibility Study submission.

Attached, for the Board's consideration, is a resolution of support from Clackamas County.

RECOMMENDATION

It is respectfully requested that the Board of County Commissioners articulate its support of efforts to establish a Willamette Falls National Heritage Area by approving the attached resolution.

Sincerely,


Danielle Cowan
Executive Director,
Clackamas County Tourism & Cultural Affairs

For information on this issue or copies of attachments,
please contact Jim Austin at 503-742-5901

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

A Resolution Supporting Efforts to
Establish a Willamette Falls National
Heritage Area and Urging Designation
by Congress



Resolution No.

Whereas, National Heritage Areas are designated by Congress as places where natural, cultural, and historic resources combine to form a cohesive, nationally important landscape; and

Whereas, the Willamette Falls Area is an important nexus of the geologic formations created by the Missoula Floods, including the Willamette Meteorite and the foundation of the unmatched fertility of the Willamette Valley; and

Whereas, the Falls Area was an important gathering place for fishing and trade amongst numerous tribes for centuries prior to white settlement; and

Whereas, the Falls Area has been and continues to be an important transportation hub for trade, commerce and recreation; and

Whereas, following discovery by white explorers in 1810, the Falls Area became a focal point for early trappers and traders, including the Hudson's Bay Company and Dr. John McLoughlin; and

Whereas, trading activities led to establishment of the first incorporated city and official seat of government in the American west; and

Whereas, the 2000-mile journey of the Oregon Trail ended at the Falls Area, making it a destination point for one of the largest overland migrations in human history; and

Whereas, the power of Willamette Falls has inspired human industry since its discovery, providing mechanical power for early saw mills and eventually hydroelectric power for local woolen and paper mills and is home to the oldest multi-lift navigation locks in the United States.

NOW, THEREFORE, IT IS HERBY RESOLVED that Clackamas County supports the efforts of the Willamette Falls Heritage Area Coalition to attain National Heritage Status for the Willamette Falls Area; urges the National Parks Service to find that such status is merited, and urges Congress to designate and create a Willamette Falls National Heritage Area.

DATED this 12th of January, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

January 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

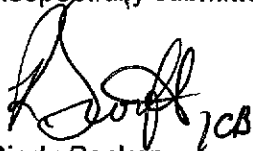
**Board Order # _____ Approval of Mental Health Director's
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Egan Danehy, LPC; Dzenana Halstead, MS; Pete Patton, LCSW; Shira Avigal, MS; Heather Balducci, MSW; Richard Braucher, MSW and Scott Fitzwater, LPC by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Egan Danehy, LPC; Dzenana Halstead, MS; Pete Patton, LCSW; Shira Avigal, MS; Heather Balducci, MSW; Richard Braucher, MSW and Scott Fitzwater, LPC as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

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

Healthy Families. Strong Communities.

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

In the Matter of the Designation of Egan
Danehy, LPC; Dzenana Halstead, MS;
Pete Patton, LCSW; Shira Avigal, MS;
Heather Balducci, MSW; Richard
Braucher, MSW and Scott Fitzwater, LPC
as Mental Health Director Designees to
Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Egan Danehy, LPC; Dzenana Halstead, MS; Pete Patton, LCSW; Shira Avigal, MS; Heather Balducci, MSW; Richard Braucher, MSW and Scott Fitzwater, LPC as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Egan Danehy, LPC; Dzenana Halstead, MS; Pete Patton, LCSW; Shira Avigal, MS; Heather Balducci, MSW; Richard Braucher, MSW and Scott Fitzwater, LPC as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 12th day of January, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 12, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Behavioral Health Services Agreement with LifeWorks NW for
Psychiatric day treatment services to Oregon Health Plan enrollees under age 18**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Behavioral Health Services Agreement with LifeWorks NW for Psychiatric day treatment services for children under the age 18 to OHP members authorized by Clackamas Mental Health Organization (MHO).

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 18, 2008.

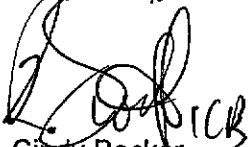
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

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

Recommendation

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

Respectfully submitted


Cindy Becker
Director

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

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and LIFEWORKS NW, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

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

2.0 Term

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

3.0 Compensation and Fiscal Records

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

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

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

4.0 Manner of Performance

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

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

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

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

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

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

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

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 \$1,000,000.

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 \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

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

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

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

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

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

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

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

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

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

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

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

5.9.1 CONTRACTOR shall:

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

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

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

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

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

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

6.0 Termination

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

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

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

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

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

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

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

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

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

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

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to Clients under care of CONTRACTOR to the date of termination.

7.0 Notices

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

If to CONTRACTOR:

LifeWorks NW
14600 NW Cornell Road
Portland, OR 97229

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 Law

LIFEWORKS NW

By: *Mary Monnat*
Mary Monnat, CEO/President
12/29/11
Date
14600 NW Cornell Road
Street Address
Portland, Oregon 97229
City/State/Zip
(503) 645-3581 (503) 690-9605
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Agreement Effective Date: _____, 20_____

S:\Admin\CONTRACTS\MHO\Expense\LifeWorks NW\2012-12-31MHOcontract.docx

January 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to submit the 2012-2014 Triennial Plan for Public Health Services to
The Oregon Health Authority, Public Health Division**

The Clackamas County Community Health Division (CCCHD) of the Health, Housing & Human Services Department (H3S) requests approval to submit the 2012-2014 Triennial Plan for Public Health Services.

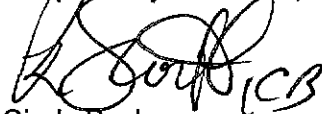
ORS 431.385 requires the Local Public Health Authority to submit an annual plan for their public health services. Every three years, counties submit a more comprehensive plan based on updated community health needs information. The plan submitted for your review and approval provides a review of accomplishments and an updated plan through 2014.

In addition to describing regular mandated services, this plan addresses some of the expected changes associated with health care transformation, the activities associated with our public health accreditation efforts, and our intention to assist in integrating health considerations into county and community development projects.

Recommendation

Staff recommends the approval of this Triennial Plan and ask that Chair 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/Community Health Division at (503) 742-5318.

Healthy Families. Strong Communities.

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

**Clackamas County
Community Health
Division
Public Health Services
2012 - 2014
Triennial Plan**

**CLACKAMAS COUNTY COMMUNITY HEALTH DIVISION
PUBLIC HEALTH SERVICES
2012 – 2014 TRIENNIAL PLAN**

The local public health authority is submitting this 2012 – 2014 Triennial Plan pursuant to ORS 431.385, and assures that the activities defined in ORS 431.375-431.385 and ORS 431.416, are performed.

Charlotte Lehan, Chair
Board of County Commissioners
Local Public Health Authority

County

Date

Cindy Becker
Community Health Director

County

Date

TABLE OF CONTENTS

	<u>Page</u>
I. Executive Summary.	1
II. Assessment Update	
A. Issues and Needs Arising from Assessment Data.	2
B. Adequacy of Local Public Health Services.	2
C. Provision of Five Basic Services.	2-5
1. Epidemiology and Control of Preventable Diseases and Disorders	2-3
2. Parent and Child Health Services.	3-4
3. Collection and Reporting of Health Statistics.	4
4. Health Information and Referral Services.	4
5. Environmental Health Services.	5
D. Adequacy of Other Services.	6-10
1. Primary Care and Behavioral Health.	6
2. Preparedness and Emergency Medical Services.	6
3. School-Based Health Centers.	7-8
4. Community Engagement to improve health.	8-9
5. Dental services coordination in the community.	9-10
III. Action Plans	
A. Epidemiology and Control of Preventable Diseases and Disorders. . .	11
1. Communicable Diseases and Tuberculosis.	11
2. Human Immunodeficiency Virus.	11
B. Parent and Child Services.	12-13
1. Immunization.	12
2. Women, Infants and Children Nutrition.	12
3. Family Planning.	13
4. Maternal and Child Health Home Visiting.	13

C. Environmental Health.	13
D. Health Statistics.	14
E. Information and Referral.	14
F. Primary Care and Behavioral Health.	14
G. Preparedness and Emergency Medical Services.	14
H. School-Based Health Centers.	14
I. Community engagement to improve health.	15
J. Dental Services coordination in the community.	15
IV. Additional Requirements.	16
V. Unmet Needs.	17
VI. Budget	
Budget Officer Contact Information	18
VII. Minimum Standards	19-26
<u>Attachments</u>	
A. Clackamas County 2011 Community Health Assessment.	27
B. FY 2012-2013 Immunization Annual Plan Checklist.	27
C. FY 2013 Family Planning Annual Plan.	27
D. FY 2011-2012 Public Health Services Organizational Chart.	27

CLACKAMAS COUNTY COMMUNITY HEALTH DIVISION
PUBLIC HEALTH SERVICES
2012 – 2014 TRIENNIAL PLAN

I. Executive Summary

The Public Health (PH) services of Clackamas County Community Health Division have evolved into a thriving system focused on health protection and promotion and integrated with community planning processes and with our fellow county-based human service divisions. With enthusiastic support of our county administration, we were able to complete a community needs assessment and community engagement process, using the MAPP tool from NACCHO. That process resulted in a report, Roadmap to Healthy Communities, and an RFP to the community to support local projects focused on improving access to healthy foods and physical activity. Thirteen projects have been completed and we are in the second year and a new RFP for community-based projects. We now are engaged in new community partnerships with emphasis on population health.

We have added a staff person to support and oversee the community projects, as well as a policy analyst to monitor legislation and new initiatives. We added an epidemiologist to work on gathering community health data and interpreting it for community planning and internal public health purposes. Our new Public Health Nursing Supervisor oversees both the communicable disease team and the field team of home visiting nurses. A dental services coordinator has helped to find resources to fill some of the many holes in that safety net. A new administrative assistant helps us keep all the threads pulled together. With these positions, we are able to move beyond a focus on specific program services and into community engagement and planning. We are working much more closely with our internal county partner divisions and are now connected to sustainability, land use planning and transportation planning. We have begun to provide opportunities for student placements for nursing, PH undergrad, and MPH students, as well as ongoing opportunities in WIC for dietician interns.

Looking ahead, we need to continue to build upon the community and county-based planning and integration initiatives, while addressing Public Health accreditation and the role of Public Health in health care transformation. We have recognized that accreditation will help align our agency with national standards that have been developed over the last several years. Accreditation will be one means of assuring the public and our partners and funders that Clackamas County Public Health services are adequate and appropriate to address our community's needs. We are currently completing prerequisite activities and anticipate applying for accreditation next fall.

Oregon's health transformation work is fully under way and promises fundamental change in the way health care is funded and delivered in order to both improve efficiency and health outcomes. The Early Learning Council seeks to improve how we prepare children to enter school ready to learn. Public Health is at the planning tables of these processes and will be affected in ways that are not yet clear. We are part of planning for a four-county metro area needs assessment, including public health and hospital systems. We will continue to advocate for the importance of population services, while the health care system undergoes transformation. It is indeed an exciting time, full of opportunity for improved collaboration and outcomes.

II. Assessment

A comprehensive community needs assessment was completed in 2009-10, using the MAPP assessment tool. An update of the health data portion of that assessment has been completed and is attached to this document (see **Attachment A**). The attachment includes narrative analysis and suggested direction for further community health planning and partnership to improve the health of Clackamas County residents.

A. Issues and Needs Arising from Assessment Data

1. Some of the issues for further analysis, planning and strategy development include:
 - The health needs of aging residents, including arthritis and injuries due to falls
 - Unintended injuries as a cause of Years of Potential Life Lost
 - Tobacco use and obesity prevention
 - Suicide prevention
 - Immunizations through the life span
 - Improved health insurance coverage and access to quality physical, behavioral and oral health services

B. Adequacy of Local Public Health Services

PH services are adequate at this time. As documented within, the organization continues to identify areas for development and improvement. The facilitated internal assessment process under development should assist with aligning services and programs more closely with essential PH services.

C. Provision of Five Basic Services

1. Epidemiology and Control of Preventable Diseases and Disorders

- a. The Communicable Disease (CD) Team consists of 3 RN's, a Nursing Supervisor, and is supported as needed by a bi-lingual Community Health Worker for Directly Observed Therapy (DOT) and other duties. The Nursing Supervisor is newly hired and is also supervising the Home Visiting field team. A recently hired Epidemiologist, while serving a role in all county wide community assessments, data collection, and analysis; will also be available to consult with outbreak investigations and reporting.
The CD Team continues to work with cross training and cross collaboration for all roles within the team. Team members work closely with Public Health Officer, Environmental Health (EH) staff, and Emergency Preparedness staff. The CD team continues to work to increase efficiency in investigating and reporting to manage disease outbreaks.

- b. Beginning in the summer of 2010 Clackamas County contracted HIV Prevention and Promotion activities for Clackamas County to Cascade AIDS Project (CAP). In July 2011 we enhanced the efforts by establishing a working contract relationship with Washington County to contract both of the county service work to CAP. The effort takes us further down the road of efficiency and continuing to find ways to regionalize activities, not duplicate them. State programmatic support for HIV Disease Investigation Specialist work has been inconsistent and poorly communicated to the county, while both HIV Program technical assistance and leadership proved challenging to us. CDC has cut funding to states with low prevalence of disease which translates into a cut to funding of 30% as well as a reduction of support to all but 7 counties in Oregon. That trend of reduced funding continues for the next 5 years.

2. Parent and Child Health Services

a. Immunization

During 2011 Immunization Program staff served as liaisons to four satellite clinics and one delegate agency. In this role, staff provided vaccine management training, education and technical assistance. Vaccine transfers were conducted as needed and quarterly audits carried out to ensure compliance with state immunization practices.

Staff also worked with community partners throughout the year to plan and coordinate four immunization outreach events which provided vaccine to uninsured and underinsured populations. Participation in these events reduces the barrier to timely immunization, prevents the spread of communicable disease and strengthens community partnerships.

During the fall and winter months, staff focused on providing technical assistance and training to school and child care staff on school law as it relates to immunizations. The program applied the LEAN process improvement tool to the current school exclusion process and will test the future state model beginning January 2012.

b. Women, Infants and Children Nutrition

The WIC program has continued to maintain caseload this past year even when the state overall experienced a decrease in participation. This was accomplished by expanding the number of days available at the five clinic locations and continued high Portland Metro unemployment rates over 9%. The Oregon City WIC Program site moved in January of 2011 to a remodeled building with expanded space for counseling and classroom activities. Our Breastfeeding Peer Counselor Program has been in operation for over a year with an average caseload of 325 women. The program uses a prevention approach to avoid problems vs. a medical model approach of treating problems.

Our Nutrition Education focus this year has been to enhance our Participant Centered Skills with group education planning and activities. In-services and State sponsored training have been the vehicles for training staff. The WIC

program used LEAN process improvement techniques to address inventory and supplies control and the Lactina Breast Pump Loan program management this year. The WIC Program is managed by a Public Health Program Manager, daily operations by a Human Services Coordinator, staffed by 2 FTE Registered Dietitians, 6 Nutrition Assistants, 4 Health Assistants and 1 OS1. The staff has grown by two positions late this year.

c. **Family Planning:**
See Attachment C

b. **Maternal and Child Health Home Visiting**

The Community Health Nurse (CHN) Field Team consists of 4 RN's, a bilingual Community Health Worker, and a Nursing Supervisor (shared with CD team). The Community Health Nurses provide Maternity Case Management through home visits to pregnant women. The CHN also does home visits for children birth to age 5 through Babies First. Children with developmental delays and/or medically fragile are seen at home by CHN's through the CaCoon program (ages birth- 21).

Clackamas County Public Health, WIC, Primary Care Clinics (FQHC), and Healthy Start (Children, Youth, and Families) have recently worked with other home visiting programs to develop a service called BabyLink. BabyLink is an access program for pregnant women and families with young children to provide information and connection to all programs in Clackamas County that can meet their needs. Inquiries are received by, phone, text, and e-mail. Trained telephone screeners have ready access to referral resources for prompt replies. This has become an integration of both public and private resources available in Clackamas County. BabyLink can be used by individuals or providers seeking information.

3. **Collection and Reporting of Health Statistics**

Our system for collecting and reporting health statistics continues to run efficiently and effectively. The cross-trained office staff, who are all certified deputy registrars, work closely with the state staff, hospitals and funeral homes to assure services meet the needs of the public as well as our needs for accurate data management.

4. **Health Information and Referral Services**

The County's updated website has become one of our best resources for educating and updating residents regarding PH services, eligibility, and access information. Forms are available online, and restaurant workers may test and be licensed online, and health alerts and updates can be posted. Many inquiries are received by email or phone and receive prompt attention. The County's Social Services Division (SSD) provides access to updated lists of agencies and support services for the general public

5. **Environmental Health Services**

Environmental Health Services is staffed with six full-time Environmental Health Specialists, a half-time equivalent of part-time EH Specialists, an EH Manager and one support Office Specialist. Five full-time EH Specialists each cover a geographic area of the County. They conduct all of the delegated and required facility licensing and inspection services for foodservice facilities, swimming facilities, and tourist facilities. Contracted inspection services are provided for public schools, daycare facilities, and others. One FTE EH Specialist focuses on the public water system requirements for the State Drinking Water Program.

The EH Manager closely monitors the work of the team and provides backup and support, including responding to most public inquiries and environmental issues. Food Handler testing and certification is provided by trained support staff. EH and Communicable Disease staff work collaboratively to investigate disease outbreaks, complaints, and cases of food-borne illness. The Environmental Health staff participates in emergency preparedness exercises and provides support and expertise during natural disaster and pandemic response.

ACCOMPLISHMENTS

1. The EH Program is current with the IGA program standards for the State Drinking Water Program and the Food, Pool, Lodging, Health and Safety Program, Division 12.
2. All staff is current with the State Standardization Program requirements.
3. We continue to update the CCCHD EH website to provide relevant information and the ability to download rules and forms.
4. Completed work with communities to replace their wading pools and to meet the new state standards.
5. Continue to provide pool operator training classes in order to update the operators regarding new requirements.
6. Continuing to identify and assist the operators of unlicensed organization camps.
7. Continuing to provide a hand washing demonstration mobile unit at the county fair.

D. Adequacy of Other Services

1. Primary Care and Behavioral Health

The Primary Care (Federally Qualified Health Center, FQHC) and Behavioral Health (BH) divisions of our organization have spent time assessing their roles in the larger systems of care in which they operate. They recognized the need for significant integration of their services in order to address health issues of clients holistically and more effectively. Through consultation, training and ongoing coordination, their integration continues to evolve and improve. The Primary Care services added an FQHC Director and is now operating a clinic in Gladstone in conjunction with Care Oregon, as well as being the medical sponsor of two SBHC's. The FQHC continues to operate the clinic in Oregon City, which includes BH and dental services, and is developing a clinic on Sunnyside Rd, which will open in 2012. An electronic health record has been added to clinical services. Behavioral Health continues to operate clinical services in Oregon City and Sandy and is developing a new crisis services center on 82nd Ave., to open in 2012.

Both the FQHC and BH divisions are involved in health care transformation and CCO planning. They work with health systems and law enforcement to assure more appropriate referral to services and reduce unnecessary use of emergency rooms. Public Health works with both areas to assure integration with services such as immunization, school-based health centers, family planning, communicable disease and home visiting. We meet together regularly and continue to identify more areas in which our integration will result in improved linkage and outcomes for community residents.

2. Preparedness and Emergency Medical Services

The preparedness program is managed by the Emergency Medical Services Manager and has been in compliance with the requirements of Program Element (PE) 12 in yearly reviews.

Staff maintains a three year training and exercise calendar based upon the requirements of PE 12, the intergovernmental agreement for Cities Readiness Initiative and the improvement plans developed following real events and exercises.

All public health staff receives training and participates in exercises of various aspects of the County response plans. Clackamas County Emergency Management staff is integral to preparedness planning, training and exercise. A seven-member Incident Response Team provides 24 hour coverage for receiving reports of, and responding to, public health emergencies.

Recent exercises included a regional full-scale exercise of the push partners and a community flu clinic in Milwaukie with outreach to homeless persons in the county. These exercises are integrated with the County Department of Emergency Management and community partners

3. School-Based Health Centers

Accomplishments July 1, 2010 – December 31, 2011

Expanding services

- Nurse practitioners in Oregon City High School, Margaret Stochosky and Canby High School, Julie Passon started full time (September 2010)
- Anne Weaver started assessing the need for behavioral health services in Oregon City High School to determine if 10 hours of a Behavior Health Consultant is sufficient (September – present)
- Dr. Katherine Cook and Janelle McLeod are using a \$97,000 Safety Net Capacity Grant to screen and provide dental services to uninsured students in the Oregon City School District

New SBHCs

- A Steering Committee and Community Advisory Board in the Oregon Trail School District started planning a SBHC (September 2010)
- Milwaukie High School was awarded \$396,681 from HRSA to build a school-based health center (July 2011)
- Estacada High School was awarded \$392,104 from HRSA to build a school-based health center (December 2011)

Youth Advisory Boards

- Students from Oregon City, Canby and Milwaukie High Schools attended the annual SBHC conference (October 2010)
 - The conference inspired Canby High School to implement the “Talk About It” campaign which addressed teen depression and suicide (Nov 2010 – Jan 2011)
 - The conference motivated Oregon City High School to host an open house at their health center. Attendees included Commissioners Bernard and Savas, a City Councilman and a school board member (January 2011)
- Students from Oregon City, Canby and Milwaukie High Schools participated in Advocacy Day in Salem and spoke with Representatives about their respective SBHCs (February 2011)
- Milwaukie, Canby, Oregon City, Estacada and Sandy High Schools participated in a youth summit, funded by a CORE Grant that Milwaukie High School received from the Oregon School Based Health Care Network. Students strengthened their advocacy skills and sharpened their “elevator speech” about SBHCs. Students from Estacada and Sandy were introduced to SBHC and motivated by their peers. (April 2011)
 - The summit created an opportunity for students from Milwaukie to speak to the Board of County Commissioners about SBHCs during a business meeting (May 2011)
- Canby students made a presentation to the School Board about access to contraception in the SBHC (June 2011). The Board requested more information before they voted on the issue. Students went before the Board again in October at which point the Board voted against providing contraception in the SBHC.

Between June and October, the students and their advisor were featured in the local media multiple times.

- Canby, Milwaukie and Sandy High Schools attended the annual SBHC conference (Oct 2011)
- Clackamas County Community Health Division received a \$35,000 grant from the Northwest Health Foundation and \$10,000 grant from the Oregon School Based Health Care Network (OSBHCN) for a Clackamas Youth Voice project. Students from Canby, Milwaukie, and Sandy High Schools participated in a summit on November 1st where they learned about “Action Research”. Each group selected a topic to research in their school:
 - Canby is surveying all high school students about bullying
 - Milwaukie is surveying all high school students about stress
 - Sandy is conducting focus groups and surveying students in middle and high schools about influences.

Collaborations

- Clackamas County Community Health Division hosted county-wide meetings for schools (Canby, Estacada, Milwaukie, Oregon City and Sandy) and medical providers (Clackamas County Primary Care, Outside In, Legacy Health System) to address shared challenges and learn from each other (Nov 2010, March 2011, May 2011)
- Canby and Oregon City High Schools established a referral system with Healthy Kids application assisters so they can streamline students and families to sign up for health insurance.

Miscellaneous

- Canby and Oregon City started using EHR (September 2011). CCCHD is one of three health systems in the State to participate in the “OCHIN pilot” program to test templates specific for SBHCs.
- In preparation for Oregon City’s recertification site visit, all SBHC policies were reviewed, revised and loaded into Policy Tech (December 2011)
- Information about School Based Health Centers is posted on the County’s website, under the primary care page (October 2011)

4. Community Engagement to improve Health

Tobacco Prevention and Education and Healthy Communities

The Tobacco Prevention and Education Program (TPEP) has focused on the mandatory work areas of reducing or eliminating tobacco use on hospital campuses, community college campuses, and multi-unit housing. Achievements include:

- a. Approval by the Board of County Commissioners of a request from the Housing Authority of Clackamas County to convert all its multi-family properties to smoke-free policy.
- b. Adoption of a smoke-free policy for all events by the Clackamas County Events Center.

- c. Adoption of a smoke-free campus policy by Providence Willamette Falls Hospital.
- d. Adoption of designated smoking area policies by Clackamas Community College and Clackamas County

Healthy Communities Program

The Healthy Communities Program worked closely with TPEP to complete a community health assessment and to award small grants to community organizations that enabled them to:

- a. Build walking paths at two schools,
- b. Build community and school gardens,
- c. Introduce children to shopping for fruit and vegetables at local farmers markets, and
- d. Provided children, adults, and seniors with information on gardening, physical activity and nutrition.

5. Dental Services coordination in the community

During the 2011 calendar year, the Dental Access Program developed and implemented many projects that worked towards the outcomes of improving access to dental services and increasing the understanding of the importance of oral health. Below are the projects developed and coordinated throughout the year:

Giving Smiles Day: The Kaiser Permanente Oregon City Dental Clinic provided urgent dental services to 14 students from Jennings Lodge School and 13 adults on October 26 for a total of \$8,808 of donated care services. Referrals were received from the state of Oregon Sealant Program, Clackamas County Beavercreek Dental Clinic, Babies First/CaCoon Home Visiting Nurses, Clackamas County Healthy Start Program and community non-profits. The Giving Smiles Day would not have been possible without the generous volunteer services of three Hygienists, School of Dental Health Sciences at Pacific University, Northwest Family Services and Kaiser Permanente. The Clackamas Dental Access Program is pursuing future partnerships with Kaiser Permanente for similar projects to occur.

Women, Infants, Children Varnish Program: The Dental Access Program worked with Clackamas County Community Health supervisors to ensure the continuation of the WIC Varnish Program. This service is offered at three WIC Clinic sites in the County, Sandy, Wichita and Oregon City. Clackamas County is now working with the School of Dental Health Sciences at Pacific University for the services to be provided with WIC eligible clients.

Donated Dental Services: The Dental Access Program has been working very closely with the Clackamas Dental Society and Project Access Now for the development of a system that allows local oral health professionals and Dental Care Organizations to donate urgent dental care services to those adults experiencing pain and infection. The concept is based on the existing PA NOW medical model.

Housing Authority Dental Access Program: Clackamas County Health, Housing and Human services is seeking support and funding from Dental Care Organizations, regional foundations and partners for the implementation of a pilot project based on best practice proven programs that currently exist in the state of Oregon. The goals of this project are to increase access to dental care and improve the oral health of Clackamas County high-need residents through the provision of education, preventative, and treatment services.

This project proposes to serve residents from one of four public housing complexes in Clackamas County. Residents of these complexes are traditionally low-income families, the elderly, and people with disabilities and qualify for public assistance and Medicaid (Oregon Health Plan). Residents are eligible to receive help connecting with a wide variety of programs providing rental and utility assistance, health, mental health, care giving training, money management, drug and alcohol counseling and financial and credit counseling services.

Clackamas County is seeking funding in order to contract with an Expanded Practice Dental Hygienist (EPDH) to serve residents of a Housing Authority complex located in the County. The EPDH will serve both adults and children and will be responsible for screening, and when needed, triaging residents for appropriate dental care services to community resources. The EPDH will provide preventative dental services such as cleanings, basic fillings, and fluoride varnish and sealant application on location at the Housing Authority complex. In addition, the EPDH will conduct oral health education with adults and youth. For those residents who are experiencing acute dental pain and infection they will be referred on to the Volunteer Dentist Network for dental services.

Dental Health Month, February: Kaiser Permanente was recognized by the Clackamas County Board of Commissioners for their provision of oral health treatment services to individuals with acute oral health needs and their donation of oral health hygiene kits.

Educational Materials and Hygiene Kits: Approximately 6,000 dental hygiene kits and educational materials were distributed throughout Clackamas County through the Backpack Buddy programs, homeless shelters, health fairs and oral health screenings conducted in schools.

III. Action Plans

Action Plans for the Five Basic Services

A. Epidemiology and Control of Preventable Diseases and Disorders

1. Communicable Diseases and Tuberculosis

The CD Team consists of 3 CD RN's who receive daily reportable information, conduct investigations, and report required information to the State of Oregon, Oregon Health Authority (OHA).

The nurses are cross-trained to assure coverage and rapid response to both urgent requests and routine public inquiries. The nurses participate in outbreak investigation and response; and may create epidemiological charts and graphs to study data. The team provides Tuberculosis (TB) case management for TB clients and conducts investigation and testing of contacts. The CHN Field team nurses are trained to provide DOT visits and are fitted for N95 masks.

We will continue to work on improving the system of coordinated surveillance and response that we have created. The CD Nursing Supervisor and EH supervisor work together to provide oversight and assure coordinated investigation of food borne and other outbreaks. After hours and weekend CD response is covered by members of the Incident Response Team, consisting of Primary Care and Public Health managers trained to provide initial response to calls forwarded through an answering service.

The metropolitan Tri-County Public Health Officers approve protocols and provide general direction to CD and TB activities. State of Oregon, Oregon Health Authority CD staff provide technical support and often participate in large investigations. State Disease Investigation Specialist, assigned to Clackamas County, investigates STI's. Our tri-county system is working with other counties and state staff to identify a more efficient and effective way to deliver STI case investigation services. We will also continue to meet and plan in the metro region to develop common policies and protocols related to our CD and TB programs.

2. Human Immunodeficiency Virus

Future focus will be to increase testing of high risk individuals as well as to work to include HIV testing as a routine screening at primary care visits, ER and Urgent Care clinics. Increase availability to condoms as a best practice prevention activity and increase ongoing care services for HIV positive individuals. Our approach will be to continue to move towards streamlined, economical regional planning and service provision.

B. Parent and Child Services

1. Immunization

The Immunization Program staff will be involved in Public Health Accreditation work over the next two years which will include community assessments, strategic planning and program and activity review. The staff will continue in their monitoring and assurance role to five clinic sites with the addition of a Sunnyside Primary Care Clinic scheduled to open spring 2012. With the increases in coverage for children through Healthy Kids Program we have experienced declining participation in community events this year. We will be evaluating our continuing community clinic participation weighing demand with the cost of the service to the program and the county. We plan to continue to apply LEAN practice and process review in our Immunization Program areas. Our role in Emergency Preparedness and community engagement activities will be assessed based on state and local plans. Leadership development and program coordinator delegation will continue to be implemented over the next year.

See Attachment B

2. Women, Infants and Children Nutrition

Next year WIC Breastfeeding Peer Counselor staff will be focused on implementing learned processes for Education groups. General staff focus will be to continually improve customer service skills and techniques. The expectation is that the caseload will continue to grow in the coming years, requiring continues assessment of the needs for now service sites and additional staff.

WIC staff will be part of the work towards Public Health Accreditation, become part of the Division Health Education and Promotion Team and continue nutrition consultation services for Social Services Senior Centers and the County Jail - all activities to aiming to improve the health of the population in Clackamas County.

3. Family Planning

See Attachment C

4. Maternal and Child Health Home Visiting

The CHN Field Team nurses provide the range of home visiting services, including Maternal Case Management, Babies First, and CaCoon. Most visits occur in the home, although some are in group settings. Spanish speaking clients are served by the inclusion of the bi-lingual Community Health Worker in making and reminding clients of appointments, and accompanying RN's on home visits. In the absence of the CHW, interpreters from the Primary Care clinic will accompany RN's on home visits or assist with telephone calls. CNN's will also use language services as needed for other clients.

One of the CHN's regularly attends Young Parenting Opportunity for Parents (YPOP) at the Oregon City, Clackamas Community College. Currently, there are plans to have another CHN attend the PACE program at the Sabin-Schellenberg Professional Technical School. Both programs are school based teen parenting programs. With the planned expansion of School Based Health Care Centers, it is hoped that the CHN team will be a valuable source of education and referrals.

We will focus on opportunities to improve services and outcomes for families through BabyLink and through involvement in Early Learning Council changes to systems as they occur.

C. Environmental Health

The 2012-2014, three year plan:

1. Environmental Health Services will be participating and contributing to the strategic planning process and Community Health Accreditation.
2. Environmental Health Services is pursuing the opportunity to add an Environmental Health Specialist who can provide outreach capacity and focus on built environment education, pursue climate change outreach opportunities, maintain the Environmental Health website, food program newsletter, EH consultation, and plan review services.
3. The Field staff will continue to maintain their State Standardization status.
4. EH staff will maintain their quality assurance reviews.
5. Assure staff is maintaining the Food, Pool, and Tourist Facility Program intergovernmental agreement requirements.
6. Implement the new 2009 FDA food code and Mobile Unit Code in 2012.
7. Train several key staff to do swimming facility plan review, 2012.
8. Train staff and implement the new Phoenix software system, 2012.
9. Train staff and implement the new Accela software system that will replace the existing Permits Plus system, 2013.
10. Participate on the new Organization Camp Rule Committee.
11. Continue to provide annual pool operator seminars.
12. Continue to operate the Hand Washing Demonstration Mobile Unit at the county fair.
13. Implement the EPA Ground Water Rules and maintain the DWP inter- governmental agreement performance measures.
14. Keep staff current with their continuing education requirements and emergency preparedness.
15. Maintain program financial stability and staffing.

D. Health Statistics

No change anticipated in the way health statistics are collected and reported

E. Information and Referral

We plan to explore our access to the county's reverse 911 system for use in notifying health care providers of surveillance needs and other important public health information

Action Plans for Other Services

F. Primary Care and Behavioral Health

Planning and implementation of BH into PC, new crisis/diversion clinic, new PC clinic, establishment of patient-centered medical home model.

G. Preparedness and Emergency Medical Services

Current planning addresses:

- a. Improving the communication capabilities with Clackamas County Emergency Operations Center (EOC), with surrounding Local Health Department operations and with community partners and the State AOC.
- b. Improving coordination of quarantine and isolation measures between Local Health Authority, County Counsel and Clackamas County Sheriff's Office.
- c. Improving the Local Health Authority's continuity of operations plan.
- d. Working with emergency management to develop a revised hazard vulnerability analysis reflecting a response to the public health effects of hazards.

H. School-Based Health Centers

Future of School Based Health Centers (2012 – 2014)

- Open SBHCs in Estacada, Milwaukie, and Sandy
- Establish and strengthen partnerships with other health care providers in the county to operate health centers in schools.
- Explore how SBHCs fit into healthcare transformation. What is the role of SBHC in Coordinated Care Organizations
- Improve billing systems to increase reimbursement from third party payers.
- Negotiate with insurance (Blue Cross Blue Shield) and health care providers (Kaiser) to reimburse SBHCs for services provided
- Extend hours of SBHC for students to access services all year.
- Foster youth development to continue advocating for their SBHC
- Strengthen community support and ownership of their SBHC

I. Community Engagement to Improve Health

The TPEP program will continue to work within approved work plans to decrease tobacco use in the county. We are fortunate to have good BCC support for community health improvement initiatives and have recently completed a second year of the RFP process to support health improvement projects. We have received 32 applications, a considerable increase from the first year and an indication of growing community interest in collaborative efforts to increase opportunities for physical activity and access to healthy foods in Clackamas County.

J. Dental Services Coordination in the Community

Dental Health Month: Posters and educational brochures will be distributed during January/February to promote positive oral health during Dental Health Month. Service Resource listings will also be distributed through community partners.

Housing Authority Dental Access Program: It is the goal of the Dental Access Coordinator to implement this program by April 1st, 2012.

Complete Resource Mapping Project: It is the goal of the Dental Access Coordinator to complete the mapping of dental resources by April 1st. This map will be available on the internet and assist local community service providers, schools and others with finding dentists, services for Medicaid eligible residents, urgent care services and care for seniors.

Oral Health Education Program: Through the involvement of an intern/student it is the goal to complete an Oral Health Education Program Plan by June 2012. The program will be based on the Head Start Dental Home Project which is a best practice model. Educational activities and strategies will be directed to children/youth and parents, adults, seniors, school staff and social service providers. The components of the oral health education program will include nutrition, parent modeling of good behavior, varnish application, why oral health is important, and tobacco use prevention.

Dental Services for Seniors Plan Development: Based on a community resource assessment and input, the need for dental services for low-income seniors is significant. Neighboring counties through their local dental society have established membership programs for these seniors. The Dental Access Coordinator in partnership with the Clackamas Dental Society and other oral health professionals, foundations and DCOs will develop a plan by June 2012 to increase access to dental services for seniors. Implementation of the plan will begin immediately thereafter.

Community-Based Dental Navigator: Based on a community resource assessment and input, the need for "dental navigators" is high. In coordination with local school districts, oral health professionals and foundations, this concept will be explored. The concept is based on the need for trained volunteers, "promotores" to be available to provide assistance to individuals as they try to navigate the dental care service system and gain access to care. In addition, these individuals will be available to assist school staff and human services professionals navigate the system and provide education on prevention and increase positive oral health outcomes. If the idea proves feasible and funding is obtained, a plan will be developed by June 2012.

IV. Additional Requirements

A. Senate Bill 555:

The LPHA Plan is integrated into the Clackamas County Comprehensive Plan for children aged 0-18. The Comprehensive Plan is used as a basis for development of services and programs targeted to children and families throughout the County.

B. Organizational Chart (See Attachment D)

V. **Unmet Needs**

- Resolve efforts to improve the public health system approach to STI and HIV case investigation, determining the best balance of state and local resources in the program.
- Continue support of county health department accreditation processes.
- Determine roles for Public health system in the health care reform movement, assuring that the public continues to have population-level health protection and promotion services.

VI. **Budget**

Budget Officer Contact Information

Karen Slothower, Business Services Manager, is the Budget Officer contact for Clackamas County Community Health Division and can be reached at:

Clackamas County Community Health Division
Public Services Building
2051 Kaen Road, Suite 367
Oregon City, OR 97045

Telephone: 503-742-5300

Email: **KarenS@co.clackamas.or.us**

VII. Minimum Standards

Agencies are **required** to complete this section.

To the best of your knowledge, are you in compliance with these program indicators from the Minimum Standards for Local Health Departments?

Organization

1. Yes No A Local Health Authority exists which has accepted the legal responsibilities for PH as defined by Oregon Law.
2. Yes No The Local Health Authority meets at least annually to address public health concerns.
3. Yes No A current organizational chart exists that defines the authority, structure and function of the local health department; and is reviewed at least annually.
4. Yes No Current local health department policies and procedures exist which are reviewed at least annually.
5. Yes No Ongoing community assessment is performed to analyze and evaluate community data.
6. Yes No Written plans are developed with problem statements, objectives, activities, projected services, and evaluation criteria.
7. Yes No Local health officials develop and manage an annual operating budget.
8. Yes No Generally accepted public accounting practices are used for managing funds.
9. Yes No All revenues generated from PH services are allocated to PH programs.
10. Yes No Written personnel policies and procedures are in compliance with federal and state laws and regulations.
11. Yes No Personnel policies and procedures are available for all employees.
12. Yes No All positions have written job descriptions, including minimum qualifications.
13. Yes No Written performance evaluations are done annually.
14. Yes No Evidence of staff development activities exists.

15. Yes No Personnel records for all terminated employees are retained consistently with State Archives rules.
16. Yes No Records include minimum information required by each program.
17. Yes No A records manual of all forms used is reviewed annually.
18. Yes No There is a written policy for maintaining confidentiality of all client records which includes guidelines for release of client information.
19. Yes No Filing and retrieval of health records follow written procedures.
20. Yes No Retention and destruction of records follow written procedures and are consistent with State Archives rules.
21. Yes No Local health department telephone numbers and facilities' addresses are publicized.
22. Yes No Health information and referral services are available during regular business hours.
23. Yes No Written resource information about local health and human services is available, which includes eligibility, enrollment procedures, scope and hours of service. Information is updated as needed.
24. Yes No 100% of birth and death certificates submitted by local health departments are reviewed by the local Registrar for accuracy and completeness per Vital Records office procedures.
25. Yes No To preserve the confidentiality and security of non-public abstracts, all vital records and all accompanying documents are maintained.
26. Yes No Certified copies of registered birth and death certificates are issued within one working day of request.
27. Yes No Vital statistics data, as reported by the Center for Health Statistics, are reviewed annually by local health departments to review accuracy and support ongoing community assessment activities.
28. Yes No A system to obtain reports of deaths of public health significance is in place.
29. Yes No Deaths of public health significance are reported to the local health department by the medical examiner and are investigated by the health department.

30. Yes No Health department administration and county medical examiner review collaborative efforts at least annually.
31. Yes No Staff is knowledgeable of and has participated in the development of the county's emergency plan.
32. Yes No Written policies and procedures exist to guide staff in responding to an emergency.
33. Yes No Staff participate periodically in emergency preparedness exercises and upgrade response plans accordingly.
34. Yes No Written policies and procedures exist to guide staff and volunteers in maintaining appropriate confidentiality standards.
35. Yes No Confidentiality training is included in new employee orientation. Staff includes: employees, both permanent and temporary, volunteers, translators, and any other party in contact with clients, services or information. Staff sign confidentiality statements when hired and at least annually thereafter.
36. Yes No A Client Grievance Procedure is in place with resultant staff training and input to assure that there is a mechanism to address client and staff concerns.

Control of Communicable Diseases

37. Yes No There is a mechanism for reporting communicable disease cases to the health department.
38. Yes No Investigations of reportable conditions and communicable disease cases are conducted, control measures are carried out, investigation report forms are completed and submitted in the manner and time frame specified for the particular disease in the Oregon Communicable Disease Guidelines.
39. Yes No Feedback regarding the outcome of the investigation is provided to the reporting health care provider for each reportable condition or communicable disease case received.
40. Yes No Access to prevention, diagnosis, and treatment services for reportable communicable diseases is assured when relevant to protecting the health of the public.
41. Yes No There is an ongoing/demonstrated effort by the local health department to maintain and/or increase timely reporting of reportable communicable diseases and conditions.

42. Yes No There is a mechanism for reporting and following up on zoonotic diseases to the local health department.
43. Yes No A system exists for the surveillance and analysis of the incidence and prevalence of communicable diseases.
44. Yes No Annual reviews and analysis are conducted of five year averages of incidence rates reported in the Communicable Disease Statistical Summary, and evaluation of data are used for future program planning.
45. Yes No Immunizations for human target populations are available within the local health department jurisdiction.
46. Yes No Rabies immunizations for animal target populations are available within the local health department jurisdiction.

Environmental Health

47. Yes No Food service facilities are licensed and inspected as required by Chapter 333 Division 12.
48. Yes No Training is available for food service managers and personnel in the proper methods of storing, preparing, and serving food.
49. Yes No Training in first aid for choking is available for food service workers.
50. Yes No Public education regarding food borne illness and the importance of reporting suspected food borne illness is provided.
51. Yes No Each drinking water system conducts water quality monitoring and maintains testing frequencies based on the size and classification of system.
52. Yes No Each drinking water system is monitored for compliance with applicable standards based on system size, type, and epidemiological risk.
53. Yes No Compliance assistance is provided to public water systems that violate requirements.
54. Yes No All drinking water systems that violate maximum contaminant levels are investigated and appropriate actions taken.
55. Yes No A written plan exists for responding to emergencies involving public water systems.

56. Yes No Information for developing a safe water supply is available to people using on-site individual wells and springs.
57. Yes No A program exists to monitor, issue permits, and inspect on-site sewage disposal systems.
58. Yes No Tourist facilities are licensed and inspected for health and safety risks as required by Chapter 333 Division 12.
59. Yes No School and public facilities food service operations are inspected for health and safety risks.
60. Yes No Public spas and swimming pools are constructed, licensed, and inspected for health and safety risks as required by Chapter 333 Division 12.
61. Yes No A program exists to assure protection of health and the environment for storing, collecting, transporting, and disposing solid waste.
62. Yes No Indoor clean air complaints in licensed facilities are investigated.
63. Yes No Environmental contamination potentially impacting PH or the environment is investigated.
64. Yes No The health and safety of the public is being protected through hazardous incidence investigation and response.
65. Yes No Emergency environmental health and sanitation are provided to include safe drinking water, sewage disposal, food preparation, solid waste disposal, sanitation at shelters, and vector control.
66. Yes No All license fees collected by the Local Public Health Authority under ORS 624, 446, and 448 are set and used by the LPHA as required by ORS 624, 446, and 448.

Health Education and Health Promotion

67. Yes No Culturally and linguistically appropriate health education components with appropriate materials and methods will be integrated within programs.
68. Yes No The health department provides and/or refers to community resources for health education/health promotion.
69. Yes No The health department provides leadership in developing community partnerships to provide health education and health promotion resources for the community.

70. Yes No Local health department supports healthy behaviors among employees.
71. Yes No Local health department supports continued education and training of staff to provide effective health education.
72. Yes No All health department facilities are smoke free.

Nutrition

73. Yes No Local health department reviews population data to promote appropriate nutritional services.
74. The following health department programs include an assessment of nutritional status:
- a. Yes No ___ WIC
 - b. Yes No ___ Family Planning
 - c. Yes No Parent and Child Health
 - d. Yes No Older Adult Health
 - e. Yes No Corrections Health
75. Yes No Clients identified at nutritional risk are provided with or referred for appropriate interventions.
76. Yes No Culturally and linguistically appropriate nutritional education and promotion materials and methods are integrated within programs.
77. Yes No Local health department supports continuing education and training of staff to provide effective nutritional education.

Older Adult Health

78. Yes No Health department provides or refers to services that promote detecting chronic diseases and preventing their complications.
79. Yes No A mechanism exists for intervening where there is reported elder abuse or neglect.
80. Yes No Health department maintains a current list of resources and refers for medical care, mental health, transportation, nutritional services, financial services, rehabilitation services, social services, and substance abuse services.
81. Yes No Prevention oriented services exist for self health care, stress management, nutrition, exercise, medication use, maintaining activities of daily living, injury prevention and safety education.

Parent and Child Health

82. Yes No Perinatal care is provided directly or by referral.
83. Yes No Immunizations are provided for infants, children, adolescents and adults either directly or by referral.
84. Yes No Comprehensive family planning services are provided directly or by referral.
85. Yes No Services for the early detection and follow up of abnormal growth, development and other health problems of infants and children are provided directly or by referral.
86. Yes No Child abuse prevention and treatment services are provided directly or by referral.
87. Yes No There is a system or mechanism in place to assure participation in multi-disciplinary teams addressing abuse and domestic violence.
88. Yes No There is a system in place for identifying and following up on high-risk infants.
89. Yes No There is a system in place to follow up on all reported SIDS deaths.
90. Yes No Preventive oral health services are provided directly or by referral.
91. Yes No Use of fluoride is promoted, either through water fluoridation or use of fluoride mouth rinse or tablets.
92. Yes No Injury prevention services are provided within the community.

Primary Health Care

93. Yes No The local health department identifies barriers to primary health care services.
94. Yes No The local health department participates and provides leadership in community efforts to secure or establish and maintain adequate primary health care.
95. Yes No The local health department advocates for individuals who are prevented from receiving timely and adequate primary health care.
96. Yes No Primary health care services are provided directly or by referral.

97. Yes No The local health department promotes primary health care that is culturally and linguistically appropriate for community members.
98. Yes No The local health department advocates for data collection and analysis for development of population based prevention strategies.

Cultural Competency

99. Yes No The local health department develops and maintains a current demographic and cultural profile of the community to identify needs and interventions.
100. Yes No The local health department develops implements and promotes a written plan that outlines clear goals, policies and operational plans for provision of culturally and linguistically appropriate services.
101. Yes No The local health department assures that advisory groups reflect the population to be served.
102. Yes No The local health department assures that program activities reflect operation plans for provision of culturally and linguistically appropriate services.

COPY

CAMPBELL M. GILMOUR
DIRECTOR



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

January 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement between Clackamas County and Metro
for Transportation Modeling/Forecasting Services (Metro Contract No. 930985)**

In 2011 Clackamas County entered into a Contract for Consulting Services for Transportation System Plan (TSP) Development with Kittelson and Associates, Inc. This contract did not include the cost of using Metro's regional transportation modeling which is a critical tool in the TSP process. In addition, this contract did not include the cost of transferring data to the Dynamic Traffic Assignment (DTA) Model and using this data to analyze the travel time reliability of the county arterial and collector road network.

As the area Metropolitan Planning Organization (MPO), Metro is responsible for maintaining the regional transportation model including updating the model to include the County TSP projects. All full model runs used in the TSP process must be generated by Metro staff. Metro has also set up a regional DAT Model that covers the same network of roads as the regional model and will be used to model the reliability of the county arterial and collector road network.

This IGA is for the reimbursement of time and materials cost incurred by Metro during the transportation modeling / forecasting process. The cost of the work covered by this IGA will not exceed \$50,000.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends that the Board approve the Intergovernmental Agreement between Clackamas County and Metro for Transportation Modeling/Forecasting Services (Metro Contract No. 930985)

Sincerely,

Mike Bezner, PE
Engineering Manager

For information on this issue or copies of attachments
please contact Larry Conrad at (503) 742-4539.

**INTERGOVERNMENTAL AGREEMENT
Clackamas County and Metro
Transportation Modeling/Forecasting**

THIS AGREEMENT is made and entered into by and between Clackamas County, hereinafter referred to as "County"; and Metro acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

The subject IGA and Project is to carry out the transportation modeling and forecasting necessary for the County to obtain information to forecast the development impact upon the region's transportation plan.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

The County shall be responsible for an initial amount of up to **FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00)**. The Parties recognize that the total project cost is not known. Additional work will be requested by the County via a written/email agreement between the Parties to perform directed additional work.

RECITALS

By the authority granted in ORS 190 units of local government may enter into agreement with other units of government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

As the area Metropolitan Planning Organization (MPO), Metro is responsible for maintaining the regional transportation model including updating the model to include the County.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

Under such authority, the County wishes to retain the services of the Agency to provide regional transportation model outputs to support the County's Transportation System Plan (TSP) update. This work will be coordinated with the County and Kittelson and Associates (KAI), the consultants hired by the County to assist with the TSP work.

The work elements for Metro's responsibilities will include the following:

- Metro will provide base assignments for five to ten scenarios
 - Base year (1)
 - 2035 Metro Federal Financially Constrained (2)
 - 2035 Low Build (3)
 - 2035 Build (4)
 - 2035 Alternative TSP (5-9, as needed)
 - 2035 Refined from Build (10)
- Metro will perform scenario preparation activities
 - Network refinement/editing
 - Demand model re-runs

- Sub-area preparation
- Metro will conduct the following outputs:
 - Final static and DTA assignments
 - Quality control/review

This scope of work is further defined in Appendix A which is attached.

The term of this Agreement shall begin on the date all required signatures are obtained. The total term of this Agreement shall be until all expected work needed to be performed is completed and final payment made or December 31, 2012 whichever is earlier.

AGENCY OBLIGATIONS

The Agency shall present invoices for 100 percent of actual costs incurred by the Agency on behalf of the Project directly to the County's Project manager for review and approval. Such invoices shall be in a form identifying the task, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented identifying this Agreement.

The Agency shall perform modeling tasks in order for the County to be able to forecast the impact upon the Regional Transportation Plan.

The Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, the Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

All employers, including the Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. The Agency shall ensure that each of its subcontractors complies with these requirements.

The Agency's Project Manager is Richard Walker, 600 NE Grand Avenue, Portland, Oregon 97232, 503-797-1765 or his designee.

COUNTY OBLIGATIONS

The County Project Manager shall have the discretion to eliminate or request additional tasks. The County Project Manager and Metro Project Manager shall discuss the potential elimination of or the addition of tasks and the determination shall be made in writing by the County Project Manager.

In consideration for the services performed, the County agrees to pay the Agency within thirty (30) days of receipt by the County of the Project invoice amount which shall include reimbursement for all expenses.

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

The County's Project Manager for this Agreement is Lawrence Conrad, 150 Beaver Creek Road, Oregon City, Oregon 97045, 503-742-4539 or their designee.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. The Agency acknowledges and agrees that the County and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the County.
4. This Agreement constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

Clackamas County

Metro

By _____

By _____

Title _____

Title Research Center Director

Date _____

Date _____

Appendix A

Work Elements for Clackamas County TSP

This scope of services outlines the roles and responsibilities of Clackamas County (County), Portland Metro (Metro) and the Kittelson & Associates (KAIA) / Cambridge Systematics (CS) consultant team (consultant).

1. Definition and Creation of Scenarios

- Metro will provide to the County and consultants complete model datasets (including static assignment results) in EMME or VISUM format as well as shapefiles and PDF plots of model volumes for each assignment period and for 24-hours. Data will be provided for five scenarios, plus up to five alternative TSP scenarios.
 - Scenario 1: Base Year (Consultant SOW Task 9): Metro will provide the model dataset from the currently available calibrated 2010 base year model scenario.
 - Scenario 2: 2035 Financially Constrained (Consultant SOW Task 10): Metro will provide the model dataset from the latest currently available 2035 Federally Financially Constrained model scenario.
 - Scenario 3: 2035 Low-Build (Consultant SOW Task 10): Metro will coordinate with the County to provide a model dataset for a Low-Build scenario.
 - Outside of Clackamas County, the Low-Build scenario will be consistent with the 2035 federally financially constrained roadway network.
 - The Low-Build model run will be based on 2035 demand data consistent with the 2035 Financially constrained model run.
 - Inside Clackamas County, the Low-Build scenario will include a reduced version of the 2035 financially constrained roadway network. In this reduced network, a subset of improvements will be removed.
 - The consultant and County will provide Metro with a list of the 2035 improvements that are to be removed from the 2035 financially constrained roadway network.
 - In close coordination with Metro, the County will perform the network edits.
 - The Low-Build model run will include transit assumptions consistent with the 2035 Financially Constrained scenario.
 - Scenario 4: 2035 Existing TSP (Consultant SOW Task 11): Metro will coordinate with the County to provide a model dataset for an Existing TSP scenario.
 - Outside of Clackamas County, the Existing TSP scenario will be consistent with the 2035 Financially Constrained roadway network.
 - The Existing TSP model run will be based on 2035 demand data consistent with the 2035 Financially Constrained model run.
 - Inside Clackamas County, the Existing TSP scenario will include all projects identified in the 2035 Financially Constrained roadway network, plus selected projects identified in the existing TSP.
 - The consultant and County will provide a list of projects for inclusion in the Existing TSP scenario. Roadway projects for inclusion will be limited to those that result in an increase in roadway capacity.
 - It is estimated that the Existing TSP includes approximately 150-200 individual roadway improvement projects that will be included in the Existing TSP model run.
 - The Existing TSP model run will include transit assumptions consistent with the 2035 Financially Constrained scenario.

- Potential Scenarios 5-9: 2035 Alternative TSP (Consultant SOW Task 12): Metro will coordinate with the County to provide up to 5 model datasets representing 5 alternative scenario model runs designed to help refine the preferred plan.
 - The consultant and County will provide Metro with guidance on developing each of the 5 alternative model runs. Each alternative model run will require a list of projects to be added to the Low-Build scenario, removed from the Existing TSP scenario, or added or removed from the 2035 federally financially constrained scenario.
 - The alternative model runs will only include roadway adjustments within Clackamas County. Alternative model runs will not include modifications to socioeconomic data.
- Scenario 10: 2035 Final Preferred Plan (Consultant SOW Task 12): Metro will coordinate with the County to provide a model dataset representing a preferred updated TSP.
 - The consultant and County will provide Metro with a preferred list of projects to be added to the Low-Build scenario, removed from the Existing TSP, or added or removed from the 2035 federally financially constrained scenario.

2. Scenario Preparation Details

- Network Refinement/Editing: Metro and the County will modify the existing EMME and/or VISUM roadway and/or transit networks as required to support the model scenarios identified above.
 - If possible, Metro and the County will code the roadway network in a manner such that alternative network conditions can be maintained in a single consolidated network file (e.g., Master Network File). The consultant and County will work with Metro to identify coding conventions that will streamline the planning process.
- Model Runs: Metro and the County will run the trip assignment portion of the travel model for each of the model scenarios identified above.
 - Scenario model runs will use the vehicle and transit trip tables from the 2035 Financially Constrained scenario as input to the scenario modeling process.
 - Metro will assign the vehicle and transit trip tables to the modified roadway and transit networks using the static assignment procedures in the EMME or VISUM software.
- Post-Processing and Analysis: The consultant will perform analysis activities using data provided by Metro.

3. Output Data Details

- Metro will provide complete model datasets for each scenario to the County and consultants, including:
 - Trip tables, including person trip tables, vehicle trip tables, transit trip tables, and non-motorized trip tables (if applicable);
 - shortest path matrices, including roadway, transit, and non-motorized paths (as applicable);
 - Static traffic and transit assignment results.

Because not all of the listed output data will vary by scenario, it will not be necessary to provide duplicates of such data.

- Metro will perform basic quality control/review of model results to ensure reasonableness.
- The consultant and County will coordinate with Metro to identify the most appropriate format and mechanism for transfer of data files.

4. Dynamic Traffic Assignment

- Metro will prepare datasets and perform dynamic traffic assignment for each of the future year scenarios identified above, including the 5 alternative TSP scenarios.
 - Metro, the County and the consultant will coordinate to determine the best and most efficient selection from the following options:
 - Software: DTA will be performed in either DynusT or Dynameq
 - Assignment Area: DTA will be performed for either the entire modeling domain or for a subarea that includes Clackamas County.
 - Metro, the County and the consultant will coordinate to determine the most appropriate format and mechanism for transfer of DTA data files.
 - Metro will provide shapefiles and PDF plots of AM and PM peak-period volumes, mid-day peak hour volumes, and optionally, 24-hour volumes.
- If DynusT is selected as the software for DTA, results will not be available until improved visualization tools (currently under development) are released by the software developer. These tools are expected to be available in January of 2012.

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business/>

Thursday, December 1, 2011 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

PRESENT: Commissioner Charlotte Lehan
Commissioner Jim Bernard
Commissioner Ann Lininger
Commissioner Paul Savas
Commissioner Jamie Damon

~Pledge of Allegiance~

I. DISCUSSION ITEM

Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the Oregon Department of Fish and Wildlife for a Full Time Fish & Wildlife Biologist Liaison for Transportation Maintenance Services
Mike Bezner, Engineering Department presented the staff report.

~Board Discussion~<http://www.clackamas.us/bcc/business/>

Chair Lehan announced this is a discussion item and asked if anyone wished to speak, seeing none, she asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Intergovernmental Agreement with the Oregon Department of Fish and Wildlife for a Full Time Fish & Wildlife Biologist Liaison for Transportation Maintenance Services as presented by staff.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

II. CITIZEN COMMUNICATION

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

Beatrice Lydecker, Oregon City - owns a kennel in Clackamas County and is very frustrated with Dog Services and the Hearings Officer decision.

Chair Lehan stated she will look into this issue and get back to Ms. Lydecker.

Jim Sanders, Milwaukie – spoke in opposition of Milwaukie light rail.

Eugene Schoenheit, Milwaukie – asked that the light rail and street car issue be put before the voters.

Jim Bernard asked staff for a work session to discuss the impact of a vote if this was to go onto the ballot.

Mack Woods, Canby - spoke about his concerns on a variety of issues, including pot holes around the County.

Jim Bernard asked Mack Wood to contact the County with the specific location of pot holes and we will have our road crew respond to them.

Les Poole, Milwaukie – spoke about the frustration level of citizens in the County regarding several issues.

Mary Anna Moore, Gladstone – spoke with concerns about the Gladstone and Oak Grove Library.

III. CONSENT

Chair Lehan asked the Clerk to read the Consent Agenda by title, she then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Consent Agenda.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

A. Department of Transportation & Development

1. Board Order No. **2011-90** Denying Planning File ZDO-228, Request by the City of Molalla to Amend the County's Comprehensive Plan to Designate an Urban Reserve Area
2. Approval of Amendment No. 2 to a Local Agency Intergovernmental Agreement between Clackamas County, Multnomah County and Oregon Department of Transportation for the SE 282nd Ave./SE Stone Road Intersection Project

B. Business & Community Services

1. Approval and authorization for the Director of Business and Community Services to Sign and Execute a Temporary Easement for Ingress and Egress

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Technology Services

1. Approval of a Contract with Xiologix to Purchase 2 EMC VNX5300 Storage Management Systems for County Disk Storage

IV. WATER ENVIRONMENT SERVICES

1. Acceptance of Easements on behalf of Clackamas County Service District No. 1 for the North Clackamas Revitalization Area Sanitary Sewer Project – Phase 3

V. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 11:00 AM

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/>



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

January 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Execute an Easement Agreement
Boring Station Trailhead Park

Clackamas County through its subdivision County Parks in Business and Community Services (BCS) was sued by Mr. Partovi, a landowner in Boring, regarding the proposed development of the Boring Trailhead Park. Mr. Partovi claimed that he and his predecessor in interest perfected a claim of adverse possession against the prior owner of the trailhead property, the railroad, and that claim carries forward against the County as the current owner. Staff was unable to disprove through available information this claim, and rather than litigate proposed settlement talks.

The central feature of the settlement agreement is the granting of an easement to Mr. Partovi regarding the already-planned 18-space parking lot to be built at the park. It would give his patrons the right to park in the public parking lot and walk to his property. The park design would be slightly modified to add more sidewalks to facilitate the foot traffic. Attached are the proposed settlement agreement and a map showing the sidewalk additions. Staff will have a larger map showing the entire park concept for illustration at the study session. The provisions of the easement would expire if Mr. Partovi or future owners cease using the benefitted property for businesses that require parking.

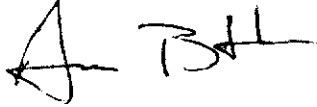
The matter was brought to the Board in executive session on May 10, 2011. The Board authorized staff to move forward with the above mentioned settlement. County Counsel has successfully negotiated the terms and conditions of the easement agreement, per the direction of the Board. The agreement has been signed by Mr. Partovi. The agreement must be approved and accepted by the Board before it can be recorded. It is advantageous to execute the agreement at this time because it has been accepted, and Mr. Partovi has filed the necessary papers to dismiss the previously pending court case.

Attached is an original copy of the easement agreement for Board signature.

RECOMMENDATION

Staff respectfully recommends the Board approve and execute the easement agreement related to the Partovi claim involving the Boring Station Trailhead Park.

Sincerely,

Handwritten signature of Gary Barth, consisting of a stylized 'G' followed by 'B' and 'H'.

Gary Barth
Director
Business and Community Services

For more information on this issue or copies of attachments please contact
Jeroen Kok at (503) 742-4421

GRANT OF EXCLUSIVE EASEMENT

Clackamas County, Oregon.
Grantor,

Manoochehr Partovi,
Grantee,

TRUE CONSIDERATION: mutual agreement and settlement of Clackamas County Circuit Court Case No. CV11010080

**NO CHANGE IN TAX STATEMENTS
AFTER RECORDING PLEASE RETURN TO
BEARER OR:
Sia Rezvani
123 East Powell Blvd., Suite 208
Gresham, Oregon 97030**

GRANT OF NON-EXCLUSIVE EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, Clackamas County, Oregon (Grantor) hereby grants to Manoochehr Partovi (Grantee) a non-exclusive perpetual easement for pedestrian ingress and egress which shall be appurtenant to, and be for the benefit of, the following described real property currently owned by Grantee situated in the County of Clackamas, State of Oregon, commonly referred to as 28014 SE Wally Road, Boring, Oregon 97009, Parcel Number 00598865, Map Number 23E01AA03500, and hereafter referred to as "Tax Lot 3500."

The easement hereby granted (Easement) is located on the parcel generally known as the Boring Trailhead Park situated in the County of Clackamas, State of Oregon, Parcel Numbers 00598874 and 00598776, Map Numbers 23E01AA03600 and 23E01AA02600 as described with greater particularity on Exhibit 1 hereto, and hereafter referred to as "Boring Trailhead Park"

For the convenience of the reader a non-scale visual representation of the general area covered by this Easement is attached as "Exhibit 2".

For the purposes of this document the term "visitors to the three buildings located on Tax Lot 3500" shall apply to the owner of Tax Lot 3500, his/her employees, guests, tenants, residents, occupants, and/or patrons, as well as the employees, guests, occupants, and/or patrons of any tenant of said buildings.

The Easement grants rights to unobstructed pedestrian and bicycle ingress and egress from

the planned 18-space parking area in the southwest of attached Exhibit 2, to Tax Lot 3500. Visitors to the three buildings located on Tax Lot 3500 and members of the public may park in the 18-space parking area as space is available at any time of day or night (i.e. 24 hours a day), 365 days a year, provided such vehicle is not parked for more than 48 consecutive hours, and without the requirement to pay any fee, and to also use the walkway to access Tax Lot 3500 by foot or bicycle, at any time of day or night (i.e. 24 hours a day), 365 days a year, and without the requirement to pay any fee.

The Easement shall not be deemed to grant any exclusive right to utilize the public parking areas to the detriment of other members of the public; rather, both Grantor and Grantee acknowledge that parking shall be on a first-come, first-served basis and that access to the 18-space lot shall not be restricted. Clackamas County shall be solely responsible for the maintenance and upkeep of the walkway and parking area. The walkway shall be wheelchair accessible and shall be of a width not less than 60 inches.

The Easement herein granted shall run with the land and shall bind the Grantor's and Grantee's heirs, successors, and assigns. The Easement herein granted shall be non-partitionable. Grantee agrees neither the Easement herein granted, nor Grantee's use of the same, shall not be considered inconsistent with Grantor's title to, and ownership of, said real property. Grantor agrees not to construct any new or additional improvements in the Easement area which would impair pedestrian or bicycle access to Tax Lot 3500. Grantee accepts all risks inherent to Grantee's use and enjoyment of the Easement for himself and all visitors as such term is used above, including but not limited to the risks of injury and/or death. In the exercise of any privilege granted by this Easement, all persons utilizing the 18-space parking lot for access to Tax Lot 3500 shall, except as otherwise stated herein, be required to comply with all applicable State, municipal and local laws and codes, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus as well as the Clackamas County Code specifically including Title 6 thereof, as the Code may be amended from time to time, and to comply with all rules and regulations for park usage except as otherwise stated herein – i.e. there shall be no restriction of the right of visitors to the three buildings on Tax Lot 3500 to park in the 18-space parking area at any time of day or night (i.e. 24 hours a day), 365 days a year, provided such vehicle is not parked for more than 48 consecutive hours, and there shall be no fee for use of the parking area or walkway, and there shall be no restriction of the right of visitors to the three buildings on Tax Lot 3500 to use the walkway to access Tax Lot 3500 by foot or bicycle, at any time of day or night (i.e. 24 hours a day), 365 days a year.

The Parties acknowledge and agree that the County does not have a perpetual obligation to maintain a parking lot on the site, and that after thirty (30) years may, consistent with its goal of public recreation opportunities, shift the subservient estate to another County owned property if available provided, however, that in such event the County must provide the owner of Tax Lot 3500 with exclusive use of at least 9 dedicated parking spaces for the use of the buildings on Tax Lot 3500, or otherwise provide the owner of Tax Lot 3500 with non-exclusive access to at least 18 public parking spaces on a first-come-first served basis for the use of the buildings on Tax Lot 3500) located no farther away than the 18-space lot referred to herein and under the same terms as stated in this Agreement and any addenda or other related/recorded documents.

At the time this easement was granted, the servient estate was unimproved land, though a future parking area and the future Boring Station Trailhead Park on the servient estate are planned. The Easement described herein does not obligate Clackamas County to accelerate the construction or change the order of construction of contemplated improvements to the Boring Trailhead Park.

THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE

SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this easement is: Mutual agreement and settlement of Clackamas County Circuit Court Case No. CV11010080. This easement has been approved by the Board of County Commissioners of Clackamas County, Oregon.

Executed this 2nd day of December, 2011.

GRANTOR:

By: _____
As Authorized Representative of Clackamas County, Oregon
Printed Name: _____

GRANTEE:

By: Manoochehr Partovi
Manoochehr Partovi

STATE OF OREGON, }
County of Multnomah } ss.

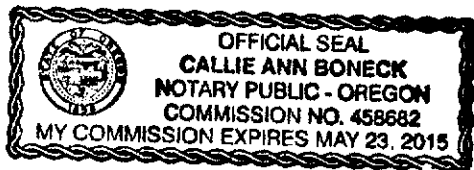
I hereby certify under penalty of perjury this instrument was acknowledged before me on this _____ day of _____, 2011 by _____ as Authorized Representative of Clackamas County, Oregon.

Notary Public for Oregon

STATE OF OREGON, }
County of Multnomah } ss.

2nd I hereby certify under penalty of perjury this instrument was acknowledged before me on this December day of _____, 2011 by Manoochehr Partovi.

Callie Boneck
Notary Public for Oregon





GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

January 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Order authorizing the Director of Business and Community Services to Sign and Execute Documents, and utilize, as necessary, Park & Forest Trust Funds, to complete the Exchange of the County's Hunchback Mountain property

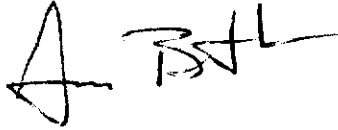
The County Forest division requests a Board Order authorization for the Director of Business and Community Services (BCS) to sign or execute various permits, deeds, easements and similar documents related to the exchange of the County's Hunchback Mountain property to the U.S. Forest Service in return for property the U.S. Forest Service owns in the Wildcat Mountain area. In order to complete the exchange, the County may be required to utilize funds from the County Parks & Forest Trust Fund. This request includes authorization for the Director of BCS authority to utilize these funds, as necessary, to complete the subject land exchange. Documents shall first be approved by Clackamas County Counsel for terms, conditions and form.

Clackamas County's Hunchback Mountain property is 190.5 acres of forest land on Salmon River Road ¼ mile south of Highway 26 in the Welches area. The U. S. Congress has directed the U. S. Forest Service to attempt to exchange 160 acres of federal ground in the Wildcat Mountain area for roughly 172.5 acres of the Hunchback property. The 172.5 acres will become part of the Mt. Hood National Forest and the Salmon-Huckleberry Wilderness Area. The 18 acres remaining was not suitable for Wilderness Area status and will stay in County ownership. The 160 acres of federal property at Wildcat will become part of the County Forest division's working land base. Various permits, deeds, easements and other documents will be necessary to complete the exchange. Rather than come to the Board of County Commissioners with each document, it would be most efficient to authorize the Director of Business and Community Services to sign for the County.

RECOMMENDATION

Authorize the Director of Business & Community Services to Sign and Execute Documents, and utilize proceeds from the County Parks & Forest Trust Fund – as necessary, to complete the exchange of the County's Hunchback Mountain property with the U.S. Forest Service.

Sincerely,

A handwritten signature in black ink, appearing to read 'G Barth', with a stylized flourish at the end.

Gary Barth
Director
Business and Community Services

For information on this issue or copies of attachments please contact Dan Green at 503.742.4425

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

In the Matter of Authorizing Business and Community Services to Complete a land exchange of the County's Hunchback Mountain Property located immediately east of Welches, and Furthermore Delegating Authority to the Director of Business and Community Services to Negotiate and Execute on Behalf of the Board of County Commissioners any and all Documents necessary to complete the Transaction



Order No.

This matter coming before the Board of County Commissioners at this time, and it appearing that, Clackamas County desires to exchange approximately 172.5 acres of the County's Hunchback Mountain forest land property located on Salmon River Road, one quarter mile south of Highway 26 in the Welches area, for approximately 160 acres of U.S. Forest Service land located in the Wildcat Mountain area, and

IT FURTHER APPEARING to the Board that, the U.S. Congress has directed the U.S. Forest Service to complete the subject land exchange, so that the 172.5 acres of county-owned land will become part of the Salmon-Huckleberry Wilderness Area located within the Mt. Hood National Forest, and

IT FURTHER APPEARING to the Board that, final land valuations will be determined through the federal land appraisal process, subject to review, negotiation and approval by the County, and

IT FURTHER APPEARING to the Board that, the subject land exchange may require the County to utilize a portion of the proceeds realized from prior land transactions which are deposited in the County Parks & Forest Trust funds so that the exchange will be of equal value, and

IT FURTHER APPEARING that it is in the best interest of the County to approve this exchange of land, approve the use of proceeds from the County Parks & Forest trust funds, if necessary, for the exchange, and approve the appointment of the Director of Business and Community Services to execute documents to complete the exchange

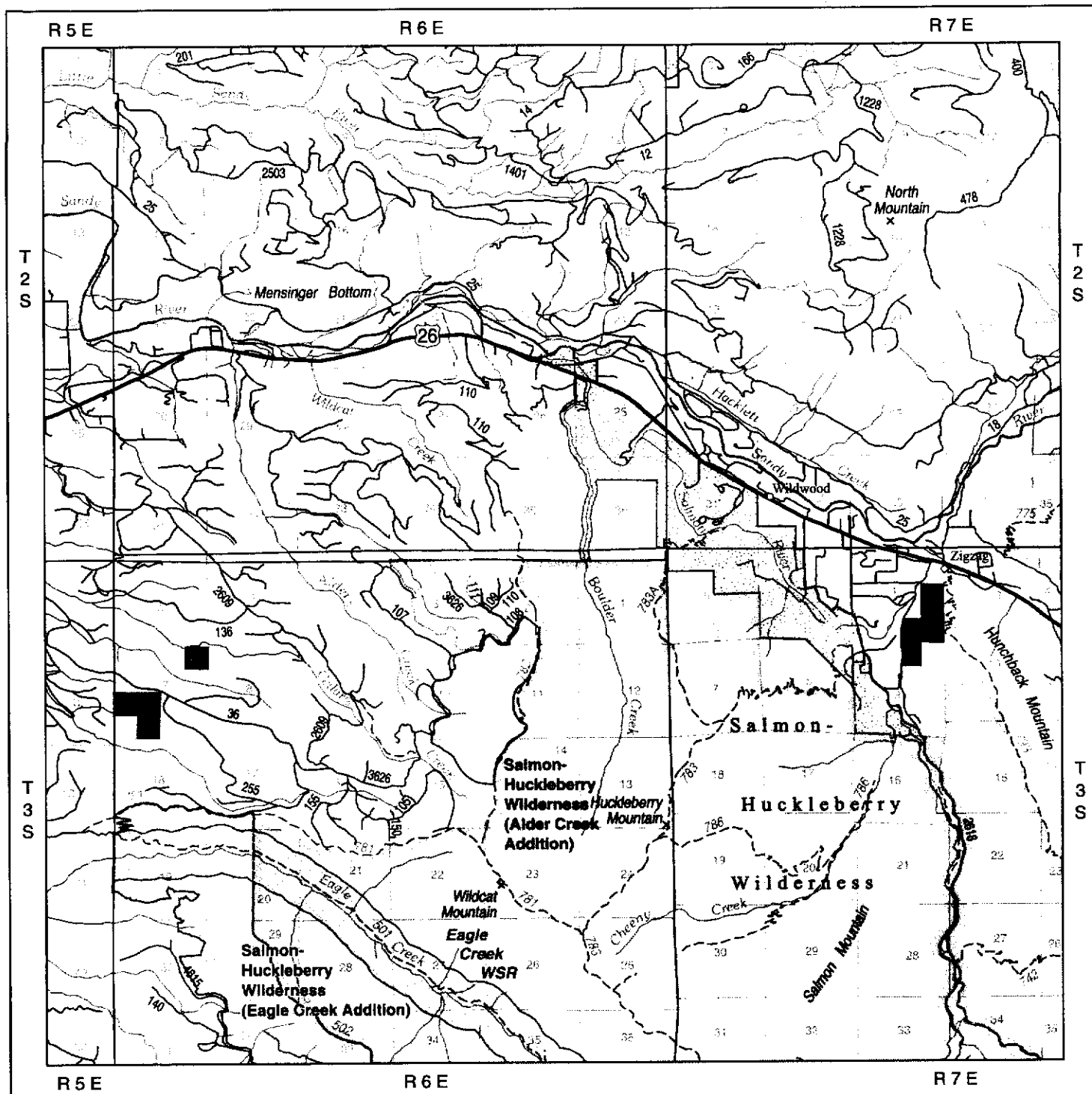
NOW, THEREFORE, IT IS HEREBY ORDERED that Business and Community Services be authorized to exchange approximately 172.5 acres of the County's Hunchback Mountain forest property for approximately 160 acres of U.S. Forest Service land located in the Wildcat Mountain area, use proceeds from the County Parks & Forest trust funds and the Board delegate its authority to the Director of Business and Community Services to negotiate and execute on behalf of the Board of County Commissioners, any and all documents (including various permits, deeds, easements and plats) necessary to complete the exchange of said property.

Dated this _____ day of January 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

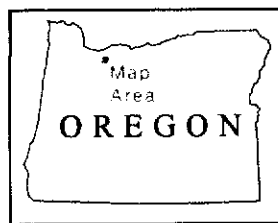
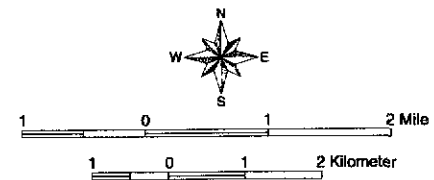
Recording Secretary



Legend

	Land to be acquired by USFS (160 Acres)	107	Forest Service Road Number	Administered Land
	USFS Land to be Conveyed (160 Acres)	11	Forest Service Trail Number	
	New Wild and Scenic River		Highway	US Forest Service
	New USFS Wilderness Area		Road	Bureau of Land Management
	Existing Wild and Scenic River		Trail	County
	Existing USFS Wilderness Area		Stream	Private or Other

M06-02-07



Hunchback Mountain Land Exchange, Clackamas County, June 2006

This product was compiled from various sources and may be corrected, updated, modified, or replaced at any time.



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

January 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**A Board Order authorizing the Director of Business and Community Services
to execute the Thunder and Lightning Timber Sale**

The Thunder & Lightning Timber Sale is located on the County's Wildcat Mountain forest property between Sandy and Estacada in the Cascade foothills (see attached map).

The Wildcat Mountain property is located in an area devoted to commercial forestry. There are no residences within two miles. The County's operations in this area have never been opposed by our neighbors down the mountain.

The sale will harvest approximately 3.2 million board feet (MMBF) of timber (approximately 1.5 MMBF Douglas-fir, 1.3 MMBF hemlock, and 0.4 MMBF cedar) worth approximately \$1,120,000 at today's prices. The harvest will cover approximately 133 acres in three units using ground-based yarding systems on two units and cable and ground based yarding systems on the other. The harvest area was thinned 15 to 20 years ago. The trees are approximately 70 years old. The harvested area will be planted with Douglas-fir and western red cedar. Western hemlock is expected to seed in naturally. The logging slash will be loader-piled and burned. There are no streams of any sort in the Thunder unit. There is a short segment of a non-fish-bearing stream and a seep in the Lightning unit. The Babe Ruth unit is bordered on the south and the west by fish-bearing streams.

The Thunder unit is accessed by Wildcat Mountain Road and a graveled spur road through the 30 gate. The Lightning unit is accessed by Wildcat Mountain Road and two graveled spur roads, one through the 40 gate and one through the 60 gate. The Babe Ruth unit is accessed by the gravel road behind the 20 gate. No new permanent roads will be needed.

Two public tours were held, one for Thunder on November 19, 2011 and one for the other two units on October 30, 2010. Both tours were advertised in the Estacada and Sandy papers. On November 19, 2011, Jay Humphery from the Timber Sale Advisory Committee was present. Sue Hein from the Hope Lake neighborhood and Steve Smith from Oregon City were also present. Each offered comments supporting the sale. Also present were Thomas Gray, Sena Sanguinetti, Dan Green and Jeroen Kok (County staff), and Laura Kok.

Dan Green, Tom Ortman, Molly McKnight, Sena Sanguinetti, Thomas Gray (County Parks and Forest staff) and Sally Rask (Timber Sale Advisory Board) and Carmel Wax (friend of Sally Rask), were present at the October 30, 2010 tour. No "general public members" attended. There were no suggestions made for altering the timber sale plans at either tour. All comments were supportive.

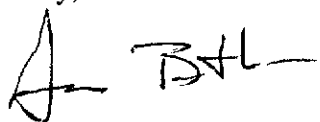
Bids are being solicited utilizing the County's standard timber sale procedures.

The details of the proposed Thunder and Lightning Timber Sale were reviewed with the Board of Commissioners at a Study Session held on December 13, 2011. The Board indicated their desire to see the sale proceed. Revenue from this sale will be deposited in the County Parks Trust Fund.

RECOMMENDATION

Authorize the Director of Business and Community Services to execute any and all documents necessary to award and implement the Thunder and Lightning Timber Sale.

Sincerely,

A handwritten signature in black ink, appearing to read "G Barth", with a horizontal line extending to the right.

Gary Barth
Director
Business and Community Services

For information on this issue or copies of attachments please contact Dan Green at 503.742.4425

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

In the Matter of a Resolution Authorizing
the Director of Business and Community
Services to Execute any and all documents
necessary to award, implement and
complete the Thunder & Lightning Timber
Sale

} Resolution No.

WHEREAS, Business and Community Services has been authorized to complete a timber sale on the County's *Wildcat Mountain forest property* located approximately eight miles southeast of Sandy, and

WHEREAS, the proposed timber sale has been designated as the "Thunder & Lightning" sale, comprised of three units designated: Thunder, Lightning and Babe Ruth, totaling approximately 133 acres, with approximately 3.2 million board feet of merchantable timber, and

WHEREAS, the proposed timber sale is consistent with the County forestry goals, objectives and practices, as designated in the adopted Clackamas County Timber Management Plan (adopted in 2008), and

WHEREAS, revenue from the proposed timber sale is critical to providing ongoing financial support for the County's Forest and Park Division, and

WHEREAS, the proposed timber sale has been through the standard County timber sale public process, including two advertised public tours, consideration by the County Forest Advisory Board at an advertised public meeting, consideration and approval by the County Timber Sale Advisory Committee at an advertised public meeting, and a Study Session with the Board of County Commissioners, during which time no concerns or objections were raised regarding the proposed timber sale.

NOW, THEREFORE, BE IT RESOLVED that the Director of Business and Community Services is authorized to negotiate and execute on behalf of the Board of County Commissioners, any and all documents necessary to award, implement and complete the Thunder & Lightning Timber Sale..

Dated this _____ day of January 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary