



AGENDA

Thursday, March 8, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-18

I. CALL TO ORDER

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

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.)*

Department of Emergency Management

1. Promulgation of the Clackamas County Emergency Operations Plan (Nancy Bush)

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

- 2 1. Approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services - BH
- 3 2. Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program - BH
- 4 3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services - BH
- 5 4. Board Order No. _____ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 - BH
- 6 5. Approval to Apply for the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Fiscal Year 2012 Adult Drug Court Discretionary Grant Programs- BH

B. Department of Transportation & Development

- 7 1. Board Order No. _____ Declaring an Emergency for the Bear Creek/Barnards Road Culvert Replacement Project

C. Elected Officials

- 8 1. Approval of Previous Business Meeting Minutes – BCC

D. Department of Emergency Management

- 9 1. Approval of Local Grant Agreements with Subgrantees for the Fiscal Year 2009- Urban Area Security Initiative Grant

V. WATER ENVIRONMENT SERVICES

- 10 1. Acceptance of an Easement on behalf of Tri-City Service District for the Holly Lane Culvert Replacement
- 11 2. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

VI. 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/>



Dana S. Robinson
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

March 8, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Promulgation of the Clackamas County Emergency Operations Plan (EOP)

Oregon State Revised Statute 401.305 states that each county "shall" establish an emergency management agency. As a part of that responsibility the County is required to have an EOP, document attached, that is promulgated every five years. The Clackamas County Board of Commissioners (BCC) last promulgated the EOP in 2006; therefore, the EOP is due for BCC promulgation. The EOP addresses the focus area of "Keep Our Residents Safe, Healthy and Secure" in the County's Strategic Plan. The EOP was developed with input from County departments involved with disasters and emergency events as well as input from stakeholders and special districts.

To promulgate the EOP is to make it a legal document within the County, which will be used as guidance for planning, response, recovery, and mitigation activities related to declared and undeclared disasters or events. This document has been reviewed by Clackamas County legal counsel.

The existence of an EOP that is current offers timely information and saves an unknown amount of dollars through a more timely response to stakeholders, partners and Clackamas County residents. In addition, a current and promulgated EOP is directly tied to the Emergency Management Performance Grant (EMPG), which has traditionally provided Clackamas County with \$200,000 - \$400,000 annually for the Emergency Management Program. The cost of updating the EOP was provided through a State Homeland Security Program Grant and county staff resources. The distribution of the EOP will be minimal due to electronic distribution and posting the document on the Clackamas County website for the public.

RECOMMENDATION:

Staff respectfully recommends the Board promulgate the attached Clackamas County Emergency Operation Plan (EOP). If promulgated, Clackamas County will be in compliance with state and federal mandates and will continue to be eligible for grant funding. In addition, the updated EOP will provide better service to the residents of Clackamas County during declared and undeclared disasters and emergency events.

Sincerely,

Dana Robinson
Director

For more information on this issue or copies of attachments please contact Nancy Bush at 503-655-8665.

March 8, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Behavioral Health Services Agreement with CODA, Inc. for
Outpatient Substance Abuse Services, Outpatient Mental Health Services, and
Intensive Treatment and Recovery Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services to Oregon Health Plan (OHP) members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are OHP members capitated to Clackamas County. The previous agreement was reviewed and approved by the Board of County Commissioners on May 12, 2011.


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 upon signature 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 CODA, INC., 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 upon signature. 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 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days notice of cancellation provision shall be included in the standard policy conditions.

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

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiring

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

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

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

5.3 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:

to CONTRACTOR:

CODA, Inc.
1027 E Burnside Street
Portland, OR 97214

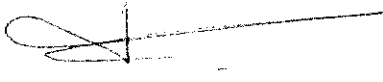
If to COUNTY:

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

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

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

CODA, INC.

By: 

Tim Hartnett, Executive
Date: 2/22/12

1027 E Burnside Street
Street Address
Portland, Oregon 97214

City/State/Zip
(503)239-8400 / (503)239-8406

Phone /Fax Numbers

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date

Agreement Effective Date: _____, 20 _____

S:\Admin\CONTRACTS\MHO\Expense\Cascadia Behavioral Healthcare\2012-12-3MHOagreement.docx

March 8, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program.

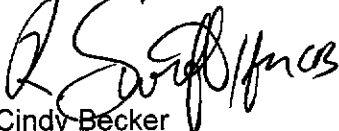
The contractor will implement a two-year pilot housing assistance and services program for County residents in alcohol and drug recovery. This contractor was chosen through a competitive bid process.

Total amount of this contract is \$593,196. The contract is funded with the Division's 2011-2013 Community Mental Health Provider (CMHP) funds; no County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is effective upon signature and terminates on February 28, 2014.

Recommendation

We recommend the approval of this contract 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.

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

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

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Implement a two-year pilot housing assistance and services program for Clackamas County residents in alcohol and drug recovery. CONTRACTOR will support the substance abuse treatment and early recovery efforts of the participants while also focusing on participants becoming self-sufficient and obtaining permanent housing placements. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income (according to 2011 HUD data), homeless, or at risk of homelessness.

Participants in the program are expected to have completed a detoxification program and are required to be fully engaged in alcohol and drug treatment in order to access housing assistance. The program has three main components: substance abuse recovery, finding and retaining permanent housing and increasing income by connecting people with benefits and/or employment options.

2. Assist program participants in finding and retaining permanent housing. On an annual basis, \$125,000 may be used toward housing program participants. These funds can be used for, but is not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. Each participant can access a maximum of \$2,500 while they are participating in the two-year pilot program.
3. Develop partnerships with landlords and housing providers to help program participants stay housed. This includes responding to landlord requests for assistance within 24 to 48 hours and attending meetings necessary to mediate lease violations. CONTRACTOR staff must be prepared to address any concern landlords may have. Strategies for addressing these concerns can include paying for criminal background checks and credit reports, obtaining letters of support from drug counselors or probation/parole officers, and documenting income.

B. CONTRACTOR will provide case management as follows:

1. Case management loads must be no more than 1:25 Case Manager to Program Participant.
2. With emphasis on housing retention and based on best practices, meet more often with program participants prior to move-in and during the first 3 months of their housing placement to help with increased housing retention. Case Managers will be expected to review lease responsibilities with program participants and help participants adjust to what those responsibilities are. Case Managers are required to meet with program participants at least once a month in their residence to assess the participant's stability in their new housing.
3. Provide linkage to needed outpatient alcohol and drug recovery services.
4. Assist participants in applying to and for entitlement programs.
5. Link participants to employment options.

C. Six months after program participants have completed the program CONTRACTOR will conduct post-program surveys/interviews. The following information will be asked in the post-program survey/interview:

- How long has program participant maintained sobriety?

- At any time during the program, has program participant been involved in criminal activity?
 - Is program participant currently housed? Does program participant anticipate they will remain housed?
 - Has program participant been connected with entitlements? Which ones?
 - Is program participant currently employed and/or increased their income since participating in the program?
- D. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- E. Services required under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **February 28, 2014**.

II. COMPENSATION AND RECORDS

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

CONTRACTOR shall submit a monthly invoice for services provided in the previous month. The invoice will include detailed CONTRACTOR cost for reimbursement.

The total payment to CONTRACTOR shall not exceed **\$593,196** (\$296,598 per year).

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

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

CONTRACTOR shall submit an invoice by the tenth day of the month following that in which service was performed. A sample invoice is included as Exhibit 1. Invoices shall be submitted to:

Clackamas County Office of Business Services
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount invoiced to CONTRACTOR.

- C. Reporting Requirements. CONTRACTOR shall submit reports per the following schedule:

The initial period through August 31, 2012	Due September 20, 2012
September 1, 2012 through February 28, 2013	Due March 20, 2013
March 1, 2013 through August 31, 2013	Due September 20, 2013
September 1, 2013 through February 28, 2014	Due March 20, 2014

Reports shall include:

- Number of individuals who have stayed in the program
- Number of individuals clean and sober
- Number of individuals who have not entered in to criminal activity
- Number of individuals who have remained housed
- Number of individual who have connected with entitlements
- Number of individuals who have found employment and/or increased their income.

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

- D. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- E. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.

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

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 contract, 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 contract. 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 to it.

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 contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. **Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. **Additional Insured Provisions**

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

5. **Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

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.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

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

9. Primary Coverage Clarification

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

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 contract.

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

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

1. COUNTY may terminate this contract 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:

- a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
- e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:

- a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or

- b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause 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 contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the 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.
 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 contract 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.
 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

CODA, INC.

Professional, Technical, and Consultant Service Contract

Page 7 of 14

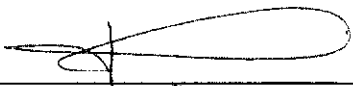
- F. **Future Support:** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. **Ownership of Work Product:** All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. **Integration:** This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibit which by this reference is incorporated herein:

Exhibit A	Invoice Template
Exhibit B	Financial Transactions and Audit Requirements
Exhibit C	Subrecipient Terms and Conditions

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

CODA, INC.

By: 

Timothy Hartnett, Executive Director
Date 2/22/12

1027 E Burnside Avenue

Street Address

Portland, Oregon 97214

City/State/Zip

(503)239-8400 x 343 / (503)239-8406

Phone Number / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing, and Human Services Department

Date

March 8, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Residential Treatment Services Agreement with
ColumbiaCare Services, Inc. for Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services.

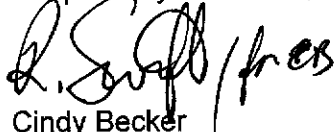
The contractor provides mental health residential treatment services to Clackamas County residents. This contractor was chosen through a competitive bid process.

The agreement has no upper limit. The agreement is funded with the Division's Oregon Health Authority 2011-2013 Community Mental Health Provider (CMHP) funds; no County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is effective upon signature and terminates on December 31, 2012.

Recommendation

We recommend the approval of this contract 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.

RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and COLUMBIA CARE SERVICES, INC., hereinafter called "AGENCY."

AGREEMENT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This Agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to Clients.

2.0 Term

Services provided under the terms of this Agreement shall commence upon the Effective Date. The Effective Date shall be the first day of the month following that in which the Agreement has been fully executed and all signatures have been acquired. 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. Oregon Health Authority or COUNTY shall compensate AGENCY as specified in Exhibit B, Compensation and Payment. 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 AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records 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 AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this Agreement.

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

4.3 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265.

Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

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

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

If AGENCY is a public body, AGENCY'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, AGENCY shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$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

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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$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 Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

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

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

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

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

5.2.9 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this 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 within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of 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 AGENCY 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 of 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 provision herein, which would conflict with such law, is 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 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY 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 AGENCY 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 AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this 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 AGENCY by reason of this Agreement.

5.9.3 AGENCY shall pay employees at least time and a half for all overtime work performed under this Agreement in excess of 40 hours in any one week, except for individuals under 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 AGENCY 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 AGENCY, of all sums that AGENCY agrees to pay for the services and all monies and sums that AGENCY 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 AGENCY 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) days' notice, in writing or delivered by certified mail or in person.

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

6.2.1 The terms of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority 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 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority.

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

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

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

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

6.2.7 If AGENCY 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 written notice from the 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 a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this Agreement if AGENCY substantially fails to perform the specific provisions of Agreement. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this 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. AGENCY and COUNTY shall continue to perform all duties and obligations under this Agreement to the date of termination.

7.0 Notices

If to AGENCY:

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

If to COUNTY:


Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, Suite 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 Compliance with Applicable Law
- Attachment 1 FY 2012 Rate Chart Consolidated by Provider Report

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

COLUMBIA CARE SERVICES, INC.

By: 

Robert Beckett, Executive Director
2-18-12

Date _____
3587 Heathrow Way
Street Address _____
Medford, Oregon 97504
City/State/Zip _____
(541)858-8170 (541)858-8167
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date

S:\Admin\CONTRACTS\WHO\Expense\ColumbiaCare Services, Inc\Residential Services\2012-12-31RSAcontract.docx

March 8, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

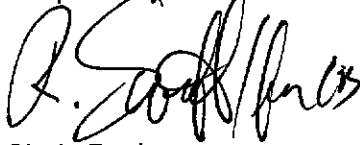
**Board Order # _____ Approval of Mental Health Director's Designee
to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Tina Amaral, MA, by the Clackamas County Behavioral Health Director as an additional qualified mental health professional authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Tina Amaral, MA, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

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

Healthy Families. Strong Communities.

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

In the Matter of the Designation of Tina
Amaral, MA, as Mental Health Director
Designee to Direct Peace Officer
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Tina Amaral, MA, as an additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

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

ADOPTED this 8th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary