



# AGENDA

**Thursday, February 2, 2012 - 10:00 AM**  
**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-12

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

**~NO DISCUSSION ITEMS SCHEDULED**

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

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

**A. Health, Housing & Human Services**

1. Approval of an Amendment to the Agreement with American Medical Response Northwest, Inc. for a Mileage Rate Increase - CH
2. Approval of a Personal Services Agreement to Provide Physicians on a Locum Tenens Basis with Martin Fletcher Locums – CH
3. Approval of a Personal Services Agreement to Provide Physicians on a Locum Tenens Basis with Kelly Services – CH
4. Approval of a Professional, Technical, and Consultant Service Contract with Community Counseling Solutions, Inc. to Provide Warm Line Services - BH

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**IV. WATER ENVIRONMENT SERVICES**

1. Approval to Accept Private Property Donation and Transfer of Ownership to Clackamas County Service District No. 1

2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County and the US Geological Survey for the Stream Flow Measuring Work
3. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring

**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/>**

February 2, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Amendment to the Agreement with American Medical Response  
Northwest, Inc. for Emergency Ambulance Services**

The Clackamas County Health, Housing and Human Services Department (H3S) requests the approval of an Amendment of the Agreement with American Medical Response Northwest, Inc., for emergency ambulance services.

American Medical Response requested an increase in the mileage rate from \$17.33 to \$21.33 per patient-loaded mile to offset fuel costs and changes in Medicare reimbursement. The request was approved by the Board in a study session December 20, 2011.

No County General Funds are involved. County Counsel has reviewed and approved this contract amendment as to form. It is effective on the date when this amendment has been signed by both parties. The contract terminates May 1, 2013.

**Recommendation**

We recommend the approval of this amendment to the agreement.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Larry MacDaniels at (503) 655-8256.

**AMENDMENT #2**  
**TO THE AMBULANCE SERVICES CONTRACT BETWEEN**  
**AMERICAN MEDICAL RESPONSE NORTHWEST, INC.**  
**AND CLACKAMAS COUNTY, OREGON**

This Amendment #2, when entered into between Clackamas County (a political subdivision of the State of Oregon) and American Medical Response Northwest, Inc., will become part of the contract between the parties for provision of ambulance services to the Clackamas Ambulance Service Area. The original contract was effective May 1, 2006. The original contract is hereby amended to increase the patient-loaded mileage rate in section 15 A, from the current rate of \$17.33 (the present inflation-adjusted rate pursuant to section 15(B)(2)), to a patient-loaded mileage rate of \$21.33. This amendment is effective on the date when this Amendment #2 has been signed by both parties.

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

AMERICAN MEDICAL RESPONSE  
NORTHWEST, INC.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Robert Zuckswert  
Chief Executive Officer  
North Central Division

Attest:

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

February 2, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Personal Services Agreement to Provide Physicians on a  
Locum Tenens Basis with Martin Fletcher Locums**

The Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Personal Services Agreement with Martin Fletcher Locums for temporary staffing services for the Primary Care Program.

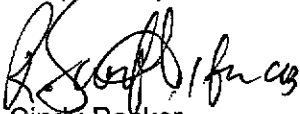
CCCHD requires the services of this contracted staffing agency to fill vacancies for the physicians that provide services at the County's primary care clinics.

This agreement has no maximum value and will be funded by Primary Care Program, with Patient Fees. No County General Funds will be used. County Counsel has reviewed and approved this agreement on January 24, 2012. It is effective upon signature and has no expiration date. This contract will auto re-new annually unless terminated by either party.

**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.



## Service Agreement for Locum Tenens Coverage

### **SECTION I: IDENTITY OF PARTIES**

This contract between Martin Fletcher Locums ("MFL"), a Texas entity with its principle place of business at 1525 W Walnut Hill Lane, Suite 100, Irving, Texas 75038, and Clackamas County Community Health ("Client"), with its principle place of business at 2051 Kaen Rd. Oregon City, OR 97045 is hereby entered into, and made effective as of January 12, 2012 (Effective Date).

### **SECTION II: TERMS AND RATES**

**Term:** The term of this agreement shall begin on the Effective Date and will continue for a period of one year. It will automatically renew annually unless terminated as described in Section VIII.

**Rates:** See Attached Schedule "A", which is hereby incorporated by reference.

**Initial Deposit:** The amount is equal to 40 hours or one week, whichever is less.

### **SECTION III: RESPONSIBILITIES OF MARTIN FLETCHER LOCUMS**

As part of Martin Fletcher Locums' commitment to Client, MFL will:

- a. Use its best efforts to provide a Locum Tenens ("Provider") candidate who best meets Client's requirements.
- b. Provide a Placement Letter upon Client's verbal acceptance of a Provider. The Placement Letter shall include the specialty of the Provider, the agreed upon dates and location of the assignment, all applicable fees, and any applicable deviations from this contract.
- c. Require each Provider on assignment to be appropriately licensed. The Provider shall be responsible for maintaining all applicable licenses.
- d. Provide malpractice insurance coverage for each Provider while on assignment for Client with limits of \$1,000,000 per incident and \$3,000,000 in the aggregate. The coverage applies to medical malpractice only and is subject to the terms of the policy.

### **SECTION IV: RESPONSIBILITIES OF CLIENT**

Client will:

- a. Exercise independent judgment as to the professional qualifications and competence of each Provider's services on behalf of Client. Written acceptance of the Provider shall be binding and will require 30 days notice to cancel.
- b. Complete the Practice Profile and return to MFL in a timely manner.
- c. Provide the Provider, according to the required specialty, with a reasonable work schedule, reasonably maintained and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff.
- d. Provide and/or reimburse for reasonable and acceptable living accommodations outside of the hospital and transportation within the community, when necessary.
- e. Provide or cover costs of round-trip transportation for the provider to the community, when necessary. Mileage is to be reimbursed at the IRS allowable rate when Provider uses his/her personal vehicle, as appropriate. Reimburse for any tolls, parking, and any other incidentals incurred as a result of travel to, or from, any assignment related to this Agreement.
- f. Assist in obtaining hospital privileges for the Provider and pay any associated hospital credentialing fees.
- g. Once a Provider is presented to the Client by MFL, Client agrees to notify MFL within 48 hours of its intentions to accept or not accept the services of said Provider.
- h. Reimburse MFL for the actual amounts assessed under mandatory state patient compensation or medical professional liability funds when Provider coverage is furnished in such applicable states.
- i. Pay MFL's invoices as specified in Section V hereof.
- j. Not discriminate against any Provider because of color, sex, age, race, creed, disability, religion, national origin, veteran or citizenship status, or any other status protected by law in the performance of any duty imposed by this agreement.
- k. Retain all income generated by each Provider. Provide all paperwork and processing necessary for billing reimbursements. MFL will direct the Provider to complete all applicable documents in a timely manner.
- l. Complete MFL's credit application upon confirmation of the physician and before the physician's first date of assignment. The application is to include Client's Tax I.D. number as well as Client's affiliations and correct billing address so that MFL may receive timely payment for services rendered.

### **SECTION V: LOCUM TENENS FEES**

Client agrees to pay all fees as outlined on Schedule "A" and in this agreement. Client agrees to pay for a minimum of 40 hours of Provider's professional services in any week. Client agrees to be solely responsible for billing and collection for Provider's services. Client further agrees that MFL will be paid for its invoices regardless of whether or when Client is paid on its billings or collections. Client will be billed bimonthly for services rendered, with payment due immediately upon receipt of the invoice. Client will pay the initial deposit per Section II immediately upon written acceptance of the Provider. All Provider service hours will be rounded up to the nearest quarter hour and prorated according.

It is the responsibility of Client to ensure that all paperwork is completed by the Provider prior to the Provider's last day of the assignment. Should Client need additional charts or paperwork completed after a Provider has left the facility, Client shall be responsible for paying any reasonable fees in getting paperwork completed. Client is responsible for verifying and submitting signed timesheets the 2<sup>nd</sup> business day after each pay period. A submitted time sheet signifies that the Client has agreed the work has been completed by the Provider and will remit payment as per Schedule "A" and this agreement. Should Client have a question or concern regarding a time sheet submitted by the Provider, it is the responsibility of Client to notify MFL within 2 business days after the end of a pay period or it will be deemed that the paperwork has been completed appropriately and MFL will be paid for services rendered from the timesheet submitted by the Provider.

**SECTION VI: PHYSICIAN DIRECT HIRE**

Client agrees to pay MFL a contract buy out fee (See attached Schedule A for fee amount) for any Provider presented to Client by MFL who accepts a direct position with any clinic, group, or organization owned, operated, or affiliated with Client, whether or not in Client's community, during the term of this agreement or for a period of 24 months after termination of this agreement. This contract buy out fee shall apply to each Provider introduced, by CV or otherwise, by MFL. Client understands that any negotiations or agreements, whether written or verbal, having the effect of causing a Provider to directly or indirectly engage in the practice of medicine for any clinic, group, or organization referenced above is a breach of this agreement unless the contract buy out fee is paid. Client must inform MFL within 2 business days of MFL first introducing a Provider to Client if Client has prior knowledge of the Provider through means other than MFL. If Client fails to provide this notification, MFL will be deemed to have made the introduction. In addition, contract buy out fee is due in full to MFL on or before the first day the Provider performs services as an employee of Client. Until Client pays contract buy out fee in full, Client will owe MFL locum tenens fees agreed upon in Schedule A for applicable Provider. The locum fees will NOT be credited against the separate contract buy out fee.

**SECTION VII: NON-SOLICITATION**

Client agrees that during the term of this agreement and for a period of 24 months after termination of this agreement, it will not, in any manner, directly or indirectly, negotiate with or entice any Provider introduced, by CV or otherwise, by MFL to directly practice in the community or affiliate with Client, except for recruitment purposes as noted above. Client understands that any negotiations or agreements, whether written or verbal, having the effect of causing a Provider to directly or indirectly engage in the practice of medicine for any clinic, group, or organization referenced above shall be prohibited, unless the above recruitment fee is paid to MFL. This prohibition includes acting as an owner, partner, agent, or employee of any person, firm, or corporation engaged in such business, or being interested directly or indirectly in any such business conducted by any person, firm, or corporation.

**SECTION VIII: TERMINATION**

Either party may cancel this agreement without cause by giving thirty (30) days written notice or may cancel immediately with cause relating to clinical performance or professional conduct. Client must put in writing the reason for removing a Provider with cause. MFL will make every reasonable effort to replace any Provider removed with cause. In the event of an arranged, scheduled, or ongoing locum tenens assignment, Client shall give written notice to MFL no less than thirty (30) days prior to cancellation or termination of all agreed upon assignments. In the event of failure to give the required notice, Client shall pay the total sum for any scheduled and confirmed locum tenens services for the period ending thirty (30) days from the date of cancellation. Client shall also be responsible for payment of other non-refundable fees that are a result of early cancellation, such as rent, airfare, rental car, and security deposits. Upon Client's failure to make any payments when due or perform any of the terms of this agreement, MFL may, at its option, declare the entire contract null and void, and MFL shall be released from all obligations in law or equity to continue performance under this agreement and may further recall, without notice, any physician(s) under contract. Legal action may be initiated to recover all delinquent payments or installments, plus interest, costs of court, and attorneys' fees in the event of any breach of the terms of this agreement. Interest shall be assessed at the rate of 2% percent per month on amounts more than thirty (30) days past due, or the maximum allowed by law, whichever is less.

**SECTION IX: MISCELLANEOUS**

- a. This agreement is entered into in and shall be governed by the laws of the State of Texas, and the agreed venue for any dispute shall be in Dallas County, Texas.
- b. The locum tenens Provider will perform professional services as an independent contractor. The Provider is not an employee of MFL and MFL does not provide employee social security payments, workers' compensation insurance, unemployment insurance, general liability insurance, or health insurance for the Provider(s). Client agrees that MFL will have no authority to control the Provider's performance of job duties.
- c. MFL agrees to verify Provider's qualifications, any references and licenses, but makes no warranty, spoken or implied, as to capability or aptness of the Provider, all such decisions being made and risks assumed by Client.
- d. Client represents and warrants that it and/or any health care provider or staff employed by or associated with Client is not currently under investigation by any state or federal government agency for Medicare or Medicaid false claims, fraud, or abuse; have not been sanctioned by a state or federal government agency; and are not excluded from participating in the Medicare or Medicaid programs and that no exclusion proceedings are pending. In the event that any state or federal government agency initiates an investigation of the Client, MFL reserves the right to immediately terminate this agreement and remove the Provider. Client will be liable for any costs or fees that result from this immediate termination.
- e. Client must promptly inform MFL of any incident or claim involving a Provider that was provided by MFL.
- f. If any one or more of the provisions contained in this agreement shall be deemed invalid, not enforced, or unenforceable, the validity and enforceability of the remaining provisions shall not be impaired.
- g. Neither party has relied on any representations other than those contained herein. This agreement constitutes the entire agreement between the parties and can be amended only by a signed, written document.

The parties hereto agree to the terms hereof and intend to be legally bound to the foregoing.

**Martin Fletcher Locums**

**Clackamas County Community Health**

\_\_\_\_\_  
(Martin Fletcher Locums)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)  
5320504.1

\_\_\_\_\_  
(Please Print Name) (Date)

February 2, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Personal Services Agreement to Provide Physicians on a  
Locum Tenens Basis with Kelly Services**

The Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Personal Services Agreement with Kelly Services for temporary staffing services for the Primary Care Program.

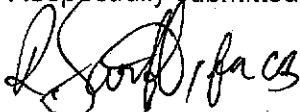
CCCHD requires the services of this contracted staffing agency to fill vacancies for the physicians that provide services at the County's primary care clinics.

This agreement has no maximum value and will be funded by Primary Care Program, with Patient Fees. No County General Funds will be used. County Counsel has reviewed and approved this agreement on January 24, 2012. It is effective upon signature and has no expiration date. This contract will auto re-new annually unless terminated by either party.

**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.



# FRAME AGREEMENT

**THIS FRAME AGREEMENT**, dated January 13, 2012 is between "Clackamas County", and 2051 Kaen Road, Oregon City, OR 97045, ("Customer") and Kelly Services, Inc. ("Kelly"), a Delaware corporation, 999 West Big Beaver Road, Troy, MI 48084. This Agreement is effective as of the date first signed by Customer.

1. **SERVICES.** Customer retains Kelly to act as an intermediary and broker between Customer and Locum Tenens Physicians (the "LT Physician") for possible opportunities and engagements according to the Customer's specific physician service requests, to coordinate the financial arrangements between the parties under the terms and conditions of this Agreement and in accordance with one or more Statements of Work incorporated in this Agreement (collectively, the "Services"), and to act as Customer's limited agent with respect to billing and payment matters.

2. **INVOICING AND PAYMENT TERMS.**

- (A) Each Statement of Work will list the fees and expenses upon which Kelly will invoice Customer.
- (B) Kelly will invoice Customer weekly for its Services.
- (C) Customer will pay Kelly for the Services upon receipt of the invoice.

3. **INSURANCE.**

(A) Kelly will maintain during the term of this Agreement following types and limits of insurance on its own operations and Kelly employees:

- (1) Workers' compensation in amounts no less than required by applicable law
- (2) Employer's liability with a limit of \$1,000,000
- (3) Commercial automobile liability with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Kelly
- (4) Commercial General Liability, including personal injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence
- (5) Professional Liability/E&O with a limit of \$1,000,000 per claim
- (6) Commercial blanket bond with limits of \$3,000,000 per occurrence

(B) Kelly will provide Customer with certificates of insurance, upon request.

4. **TERM.**

- (A) This Agreement may be terminated by either Kelly or Customer with 30 days written notice.
- (B) Termination of this Agreement for any reason will end the provision of Services by Kelly, but does not relieve Customer of any payment or other obligations for Services rendered prior to termination.

5. **CONFIDENTIAL & PROPRIETARY INFORMATION**

(A) **Non-Disclosure.** Customer and Kelly agree:

- (1) All work provided pursuant to this Agreement, any documents or materials related to the Services, and any information, work-in-progress, trade secrets or other confidential information as defined

below, constitutes confidential and proprietary information belonging to Kelly or the Customer, respectively;

- (2) Customer and Kelly will not, either during the rendering of Services or at any time thereafter, use, copy or disclose to any person, firm or corporation any "Confidential Information" (as defined below) belonging to the other and obtained by either party (including but not limited to their respective employees, agents and/or independent contractors) in connection with the performance of the Services, unless such use, copying or disclosure has been authorized in advance in writing by an authorized representative of a party.
- (3) Upon termination or expiration of this Agreement for any reason, or at any time at the request of Kelly or Customer, all Confidential Information will be immediately returned to the other party.
- (4) Unless specifically required by law to the contrary, if Customer or Kelly is required to release any of the Confidential Information under the compulsion of valid and enforceable legal process, either party will provide immediate written notice to the other and allow the other party ten (10) days to object to such disclosure prior to making any such disclosure. Upon any termination of this Agreement or by request, all of the Confidential Information will be returned.

**(B) Confidential Information Defined.**

- (1) "Confidential Information" means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) concerning or relating to the property, trade secrets, patents or applications, inventions, business, sales, marketing, accounting or financial affairs of Customer or Kelly.
- (2) To the extent any such information is only disclosed orally to Kelly, Customer must confirm in writing within a reasonable period following disclosure that such information is confidential and a detailed listing of the information classified as confidential. Confidential Information will not include: (a) information known at the time of disclosure, from a source other than the other party; (b) information generally available now or in the future in the public domain in substantially the same format as disclosed; (c) information developed independently of any disclosure of Confidential Information; or (d) information made available by a third party without violating the obligations of the party disclosing the Confidential Information.

**(C) Kelly Proprietary Information.** Customer agrees that any patents, patent applications, copyrighted materials, designs, trade secrets, processes, concepts, inventions, systems, software source codes and improvements thereto are proprietary to Kelly (collectively, the "Kelly Proprietary Information") and are and shall continue to be the exclusive property of Kelly during and after the termination of this Agreement.

**6. RECORD KEEPING; RIGHT OF AUDIT.**

- (A) For three years following termination of this Agreement, Kelly will maintain complete and accurate records of all expenses incurred in the performance of this Agreement. Kelly will maintain such records in accordance with generally accepted accounting principles.
- (B) Upon reasonable advance written notice, Customer may audit such expense records during the term of this Agreement and for three years thereafter.
- (C) Audits not directly related to the requirements of a governmental agency will be limited to one audit per twelve-month period and will be limited to the records of the current calendar year and the prior calendar year only.

**7. NON-SOLICIATION; LIQUIDATED DAMAGES.** Kelly incurs a substantial expense to maintain its network of LT Physicians. Therefore, if the Customer hires, retains, or contracts with a LT Physician in the Kelly network in any capacity (including through the use of a third party) either during the engagement or within

six (6) months after the end of the engagement without Kelly's written approval, the Customer will pay Kelly a liquidated damages in the amounts set forth in the Attachment B, attached pricing exhibit.

#### 8. MISCELLANEOUS PROVISIONS

- (A) **Status of Worker** . . . Kelly does not make any recommendations, representations, or warranties as to whether a particular Locum Tenens Physician is considered an independent contractor under federal or state law, rules, regulations, or guidelines.
- (B) **Force Majeure**. Neither party will be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control.
- (C) **Waiver**. A party's waiver of enforcement of any term or condition of this Agreement will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- (D) **Severability**. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force.
- (E) **Assignment**. Neither party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent.
- (F) **Survival**. The following sections will survive the termination or expiration of this Agreement: Section 3 ("Insurance"); Section 6 ("Confidential & Proprietary Information"); Section 7 ("Record Keeping; Right of Audit"); Section 8 ("Non-Solicitation; Liquidated Damages"), and Section 9 ("Miscellaneous Provisions").
- (G) **Notices**.
  - (1) Notices provided for by this Agreement may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid) to a party's address listed below.
  - (2) Notice sent by U.S. mail is deemed delivered three days after deposit with the U.S. Postal Service.
  - (3) Notice sent by a reputable express carrier is deemed received on the day receipt is acknowledged by a party or agent.
  - (4) Either party may change its address listed below by giving written notice to the other party.
- (H) **Entire Agreement; Modification**.
  - (1) This Agreement (including Statements of Work and any other attachments, exhibits, or schedules) contains the entire agreement between the parties on the subject of LT Physician independent contractor services, and replaces and supersedes all prior or contemporaneous verbal or written agreements, promises and representations concerning the provision of Services.
  - (2) This Agreement may not be modified except in a writing specifically stating that it modifies this Agreement and is signed by an authorized representative from each party.

(3) In the event of any conflict between the terms of this Agreement and any forms used by the parties (e.g., purchase order, invoice recitals), the terms of this Agreement will control.

(I) **Governing Law.** The laws of the State of Delaware will govern this Agreement, without regard to conflict of law principles.

**Clackamas County**  
**Address for Notices:**  
2051 Kaen Road  
Clackamas, OR 97045  
Attn: Clackamas County

**KELLY SERVICES, INC.**  
**Address for Notices:**  
999 W. Big Beaver Road  
Troy, MI 48084  
Attn: General Counsel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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February 2, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Professional, Technical, and Consultant Service Contract with  
Community Counseling Solutions, Inc. to  
Provide Warm Line Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval a Professional, Technical, and Consultant Service renewal contract with Community Counseling Solutions, Inc. to provide operational oversight of Warm Line Services. Oversight includes training, schedule coordination and group phone consultation.

Warm Line is a peer-run listening line staffed by people in recovery themselves for anyone who needs someone to listen, to offer encouragement and build on a person's strength. The line is targeted to persons who have mental health and/or addiction concerns, but is open to anyone who needs support.

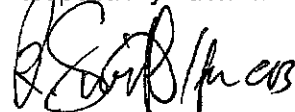
Community Counseling Solutions, Inc. provides Warm Line services to residents of Villebois Community Housing Site located in Wilsonville and through the County's crisis services. Community Counseling Solutions, Inc. has been providing these services since January 2009. Their contracts have not previously been reviewed by the Board.

The maximum contract value is \$194,944. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is funded with Oregon Health Authority, Community Mental Health Program funds. No County General Funds are involved. It is effective January 1, 2012 and terminates on December 31, 2012. The contract is retroactive due to receiving the signed contract from the contractor late.

**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 COMMUNITY COUNSELING SOLUTIONS, INC., hereinafter called "CONTRACTOR".

## I. SCOPE OF SERVICES

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

1. Provide Warm Line services for residents living at the Villebois Community Housing Site located in Wilsonville, Oregon
2. Provide Warm Line services on location through the COUNTY's Crisis Services program.
3. Provide training, Warm Line coordination, supervision and fiscal intermediary services to Peer Counselors identified by COUNTY.
4. Provide administrative and operational oversight of the Warm Line and Peer Counselors. Oversight will include training, schedule coordination and group phone consultation for Peer Counselors every other week.
4. 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.

### B. COUNTY agrees to:

1. Provide designated space for Peer Counselor(s) to operate Warm Line services.
2. Provide a locking file cabinet for documentation storage.
3. Provide a computer with Internet access and Microsoft® Office software to include Word/Excel/Publisher.

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

## II. COMPENSATION AND RECORDS

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

The total payment to CONTRACTOR shall not exceed \$ 194,944.

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 reports as follows:
1. CONTRACTOR may submit an invoice for 50% of the full contract value (\$97,472) within thirty (30) days of contract execution. Payment of this invoice is considered an advance. Invoices will be reconciled against the advance payment until the advance is fully expended. Once the advance payment is fully expended, invoices shall be submitted monthly of equal amounts.
  2. Reports shall be submitted as outlined in Exhibit A.

CONTRACTOR shall submit invoices and required reports as described in Exhibit A to:

Clackamas County Behavioral Health Division  
Attention: Ally Linfoot  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

**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.

- C. **Record and Fiscal Control System:** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of 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.
- D. **Access to Records:** The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of 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. LIAISON

CONTRACTOR liaison is Kimberly Lindsay, Director (541)676-9161. COUNTY liaison is Ally Linfield, Peer Services Coordinator (503)742-5951.

### IV. 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.

V. 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 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.

**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. The certificate will specify that all insurance-related provisions within the contract have been compiled with. 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.
- 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 five (5) sections plus the following exhibit which by this reference is incorporated herein:

Exhibit A                      Reporting Requirements

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

**COMMUNITY COUNSELING SERVICES, INC.**

By: \_\_\_\_\_  
Kimberly Lindsay, Director

\_\_\_\_\_  
Date  
528 E Main Street, Suite W  
Street Address  
John Day, Oregon 97845  
\_\_\_\_\_  
City/State/Zip  
(541)676-9161 /  
\_\_\_\_\_  
Phone Number / 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 Department

\_\_\_\_\_  
Date

**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, January 12, 2012 – 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. PRESENTATION**

1. Proclaiming Clackamas County's Support for Jobs, Wages and Benefits  
 Chair Charlotte Lehan stated this proclamation show the Boards' support for Jobs, Wages and Benefits in Clackamas County.  
 Commissioner Savas has some clarifying questions for County Counsel.  
 Scot Sideras, County Counsel stated this proclamation will fit in as part of a policy of how we approach economic development undertakings, personal and profession services contracts and public construction projects that serve the needs of residents and businesses in Clackamas County.

Chair Lehan asked for a motion.

**MOTION:**

- Commissioner Bernard:        I move we approve the Proclamation Proclaiming Clackamas County's Support for Jobs, Wages and Benefits.
- 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.
- Chair Lehan read the proclamation.

**II. DISCUSSION ITEM**

**Tourism & Cultural Affairs**

1. Resolution No. **2012-01** Supporting Efforts to Establish a Willamette Falls National Heritage Area and Urging Designation by Congress  
 Danielle Cowan, Tourism and Cultural Affairs presented the staff report. She introduced Alice Norris who spoke about this project.

*~Board Discussion~*

Chair Lehan asked for a motion.

**MOTION:**

- Commissioner Bernard:        I move we approve the Resolution Supporting Efforts to Establish a Willamette Falls National Heritage Area and Urging Designation by Congress.
- 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.

### **III. CITIZEN COMMUNICATION**

1. Dave Tully, 9800 SE McBrod, Milwaukie, representing Teamsters - spoke in support of the Jobs, Wage and Benefits proclamation and supports an extension of the AMR contact.
2. Yvonne Lazarus, Milwaukie - spoke in opposition of light rail.
3. Les Poole, Oak Grove - spoke in opposition of light rail
4. Mack Woods, Canby - spoke about the constitution and freedom of speech.

### **IV. CONSENT AGENDA**

Chair Lehan asked the Clerk to read the Consent Agenda by title.

#### **MOTION:**

Commissioner Savas: I move we approve the Consent Agenda.

Commissioner Bernard: 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. Health, Housing & Human Services**

1. Board Order No. **2012-02** 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. **2012-03** 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. **2012-04** Authorizing the Director of Business and Community Services to Execute the Thunder and Lightning Timber Sale

**V. COMMISSIONERS COMMUNICATION**

**MEETING ADJOURNED – 11:17 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/>



Beyond clean water.

6

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

February 2, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

APPROVAL TO ACCEPT PRIVATE PROPERTY DONATION AND TRANSFER OF OWNERSHIP TO CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Clackamas County Service District No. 1 (CCSD No. 1) has been offered a parcel of land adjacent to Rose Creek. If accepted, the property would be donated by Joe Spaziani.

The owner wishes to donate and transfer ownership of a parcel of land known as tax lot 22E01CC11100 to CCSD No. 1 for the purpose of surface water management within Clackamas County. This property is .73 of an acre in size and is adjacent to another property owned by CCSD No 1 along Rose Creek.

The tributary is significant to the district in that it provides significant riparian habitat protection for Rose Creek (a tributary to Sieben Creek which runs through the property. (see attached map, Exhibit A).

CCSD No. 1 is willing to accept ownership of this parcel of land as it would be ideal for riparian restoration activities. CCSD No. 1 wishes to accept ownership of the parcel with the understanding that the District will assume the costs necessary to complete the transaction.

The enclosed Real Estate Donation Agreement was developed with the assistance of County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, accept the property donation and transfer of ownership to CCSD No. 1, and authorize the director of Water Environment Services to sign the Real Estate Donation Agreement on behalf of the District.

Sincerely,

Michael S. Kuenzi, P.E.  
Director

FOR INFORMATION ON THIS ISSUE OR COPIES OF ATTACHMENTS PLEASE CONTACT  
TRISTA CRASE AT (503) 742-4566





152ND

SUNNYSIDE

142ND

**Legend**

-  Donated Property
-  Property Already Owned by CCSD#1

