

ANNOTATED MINUTES

*Tuesday, September 20, 1994 - 10:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-1 Nehemiah Program Update. Presented by Jaki Walker and Michael Trower.

**JAKI WALKER, MICHAEL TROWER AND STEPHEN
KELLY PRESENTATION AND RESPONSE TO BOARD
QUESTIONS.**

*Thursday, September 22, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

PUBLIC COMMENT

R-22 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

**PAVEL GOBERMAN TESTIMONY CONCERNING HIS
HEALTH AND FITNESS BUSINESS.**

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-15) WAS
UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

*C-1 In the Matter of the Reappointments of Connie Ryba and Patti Strand to the
ANIMAL CONTROL ADVISORY COMMITTEE*

*C-2 In the Matter of the Appointment of Calvin J. Smith to the DEFERRED
COMPENSATION COMMITTEE*

- C-3 *In the Matter of the Appointment of David A. Jones to the MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY*
- C-4 *In the Matter of the Appointment of Jack Pessia to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE*
- C-5 *In the Matter of the Reappointments of Gretchen Kafoury, Vera Katz, Sharron Kelley, Charles Moose, Carole Murdock and Gene Ross to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION*
- C-6 *In the Matter of the Appointments of Joe Anderson, Louis Hall, Gerri Peck, Mabel Ramsthel and Harvey Rice to the PORTLAND/MULTNOMAH COMMISSION ON AGING*
- C-7 *In the Matter of the Reappointments of Elsie Hastings, Marian Keyser and Jim Nelson to the PORTLAND/MULTNOMAH COMMISSION ON AGING*
- C-8 *In the Matter of the Appointment of Lisa Nisenfeld to the PRIVATE INDUSTRY COUNCIL BOARD OF DIRECTORS*

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-9 *Ratification of Intergovernmental Agreement Contract 900395 Between the City of Portland and Multnomah County, Providing Partial Funding of Domestic Violence Diversion Program, for the Period July 1, 1994 through June 30, 1995*

DEPARTMENT OF HEALTH

- C-10 *Ratification of Intergovernmental Agreement Contract 200865 Between the Office of Medical Assistance Programs and Multnomah County, Providing Continued Multi-Care Dental Participation in the Oregon Health Plan, for the Period October 1, 1994 through September 30, 1995*
- C-11 *Ratification of Intergovernmental Agreement Contract 200895 Between the Office of Medical Assistance Programs and Multnomah County, Providing Continued Care Oregon Participation in the Oregon Health Plan, for the Period October 1, 1994 through September 30, 1995*

SHERIFF'S OFFICE

- C-12 *Request for Authorization to Transfer Found/Unclaimed or Unidentified Property (List 94-1) to the Sheriff's Office Pursuant to Multnomah County Code 7.70*

NON-DEPARTMENTAL

- C-13 *In the Matter of the Appointments of Bob Boileau, Marjorie Booton, George Collier, Michael Dana, Robert Godel, Mavis Holt, Bonnie Morris, Jolinda Osborne, Sharon Owen, Paul Porch, Mark Ruhland, Dorothy Smith, Ken Snyder and Cathy Van Zyl to the ADVISORY COMMITTEE ON DESIGN AND CONSTRUCTION OF THE MIDLAND LIBRARY*

DEPARTMENT OF HEALTH

- C-14 *Ratification of Intergovernmental Agreement Contract 200665 Between Multnomah County and Portland Public Schools, Providing Foreign Language Interpretation Services for Multnomah County Early Intervention and Early Childhood Special Education Agencies, Upon Execution through June 30, 1995*
- C-15 *Ratification of Intergovernmental Agreement Contract 200735 Between the Oregon Department of Human Resources and Multnomah County, Allowing Potential Department Clients to Apply for Oregon Health Plan Services at County Sites, for the Period October 1, 1994 through September 30, 1995*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *PROCLAMATION in the Matter of Proclaiming the Week of October 10 - October 14, 1994 as MINORITY ENTERPRISE DEVELOPMENT WEEK*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. GRACE GALLEGOS PRESENTATION. PROCLAMATION READ. PROCLAMATION 94-172 UNANIMOUSLY APPROVED.

- R-2 *PROCLAMATION in the Matter of Proclaiming the Month of October, 1994 to be DISABILITY EMPLOYMENT AWARENESS MONTH in Multnomah County, Oregon*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. CHARU MANCHANDA PRESENTATION. PROCLAMATION READ. PROCLAMATION 94-173 UNANIMOUSLY APPROVED.

- R-3 *RESOLUTION in the Matter of Including Certain Design Elements in the Reconstruction of the Central Library*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN EXPLANATION.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE FOLLOWING AMENDMENTS: AMENDMENT TO BE IT RESOLVED ON PAGE 1: DELETING SEPTEMBER 15, 1994 DATE AND ADDING "PUBLIC DISPLAYS, EXHIBITS, AND INTERACTIVE VIDEO KIOSKS"; AMENDMENT ADDING TWO ADDITIONAL BE IT FURTHER RESOLVES TO THE TOP OF PAGE 2; AND AMENDMENT TO FINAL BE IT FURTHER RESOLVED ON PAGE 2: ADDING WORD "SCHEMATIC" AND DELETING "PRIOR TO THE APPROVAL OF FINAL CONTRACT DOCUMENTS." BOARD DISCUSSION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT AN AMENDMENT ADDING "BE IT FURTHER RESOLVED THAT THE LIBRARY BOARD SHALL RECOMMEND TO THE BOARD OF COUNTY COMMISSIONERS CRITERIA FOR ADVERTISING AT THE LIBRARY" BE INSERTED AS THE SECOND BE IT FURTHER RESOLVED ON PAGE 2. COMMISSIONER COLLIER AMENDMENTS UNANIMOUSLY APPROVED. RESOLUTION 94-174 UNANIMOUSLY APPROVED, AS AMENDED.

- R-4** *RESOLUTION in the Matter of Creating a Greenspaces Review Committee and Establishing a Greenspace Screen for Evaluating Properties Available for Transfer to Governmental and Non-Profit Agencies*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. COMMISSIONER SALTZMAN EXPLANATION. BOARD DISCUSSION. RESOLUTION 94-175 UNANIMOUSLY APPROVED.

- R-5** *In the Matter of the Appointments of Nancy Chase, Jim Sjulín, Les Wilkins, Valerie Lantz, Katherine Burk, Wes Risher, Leslie Pohl-Kosbau, Jim Desmond and Michael Carlson to the GREENSPACES REVIEW COMMITTEE*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. COMMISSIONER SALTZMAN EXPLANATION. APPOINTMENTS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-6** *Ratification of Intergovernmental Agreement Contract 800445 Between Multnomah County and Metro, Wherein the Sheriff's Office will Provide a Full-*

time Supervised Inmate Work Crew Dedicated to Performing Debris Removal at Illegal Dump Sites within Metro's Jurisdiction and Authority, for the Period Upon Execution through June 30, 1995

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. JOHN DuBAY RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-7 *Ratification of Intergovernmental Agreement Contract 900405 Between Multnomah County and the City of Portland, to Implement a Portland Multi-Agency DUII Enforcement Project, through a Grant with the Oregon Department of Transportation, for the Period April 1, 1994 through September 30, 1994***

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. GRANT NELSON AND JOANNE FULLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD BRIEFING REGARDING ISSUES INCLUDING INCARCERATION OF CHRONIC DUII OFFENDERS AND ITS IMPACT ON MATRIX RELEASE TO BE SCHEDULED WITH SHERIFF, PORTLAND POLICE, COMMUNITY CORRECTIONS AND DISTRICT AND ATTORNEY WITHIN THE NEXT FEW MONTHS. AGREEMENT UNANIMOUSLY APPROVED.

- R-8 *Budget Modification DCC 1 Requesting Authorization to Increase the Department of Community Corrections Budget by \$43,806 and the Community and Family Services Budget by \$11,403, in Support of the Portland Multi-Agency DUII Enforcement Project, through a Grant with the Oregon Department of Transportation***

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. MS. FULLER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-9 *Request for Approval of a Notice of Intent to Respond to the State's Request for Proposals to Participate in the Oregon Health Plan 25% Medicaid Demonstration Project for Mental Health Services, Effective January 1, 1995, for CareOregon Members***

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. ELLEEN DECK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-10 PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Multnomah County for Road Related Uses**

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-10. RICHARD PAYNE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-176 UNANIMOUSLY APPROVED.

- R-11 PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to City of Portland for Park and Open Space Uses**

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-11. PORTLAND PARKS AND RECREATION PROPERTY MANAGER SUSAN HATHAWAY-MARXER PRESENTATION IN SUPPORT OF TRANSFER. DAVID MEDFORD TESTIMONY IN OPPOSITION TO TRANSFER OF THE WHITWOOD COURT/NW SHEPARD STREET PARCEL ADJACENT TO HIS PROPERTY, ADVISING IT IS LANDLOCKED AND INAPPROPRIATE FOR PUBLIC PARK USE. VALERIE AND MIKE MANNING TESTIMONY IN OPPOSITION TO TRANSFER OF THE WHITWOOD COURT LOT 1, BLOCK 26 PARCEL ADJACENT TO THEIR PROPERTY, ADVISING IT HAS BEEN USED AS A DUMP SITE AND IS INAPPROPRIATE FOR PUBLIC PARK USE. MR. DuBAY RESPONSE TO BOARD QUESTIONS REGARDING STATUTORY REQUIREMENTS PERTAINING TO TRANSFER OF PROPERTY FOR PUBLIC PURPOSES.

R-11 was tabled at 10:55 a.m. in order to consider time certain item R-20 and recommenced at 10:56 a.m.

MR. DuBAY AND MS. HATHAWAY-MARXER RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING DEED AND ZONING RESTRICTIONS. FOLLOWING BOARD DISCUSSION, MS. HATHAWAY-MARXER ADVISED THE CITY WOULD AGREE TO POSTPONE

TAKING THE TWO PARCELS IN ORDER TO DISCUSS THEIR DISPOSITION WITH THE NEIGHBORS AND COUNTY COUNSEL. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT THE TWO WHITWOOD COURT PARCELS BE REMOVED FROM THE CITY OF PORTLAND TRANSFER LIST FOR FURTHER DISCUSSION AND FOR BOARD RECOMMENDATION AS TO THEIR DISPOSITION. ORDER 94-177 UNANIMOUSLY APPROVED, AS AMENDED.

DISTRICT ATTORNEY'S OFFICE

- R-20 *Request for Approval of a Notice of Intent to Submit a Child Abuse Multi-Disciplinary Intervention Plan to the State Children's Services Division to Apply for a Funding Grant in the Amount of \$426,414***

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-20. MICHAEL SCHRUNK EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

AUDITOR'S OFFICE

- R-21 *Budget Modification NOND 1 Requesting Authorization to Transfer \$75,000 from General Fund Contingency to the Auditor's Office to Cover the Cost of Consultants to Perform an Independent Operational Analysis of the Multnomah County Sheriff's Office Pursuant to Resolution 94-113***

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-21. GARY BLACKMER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-12 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to City of Gresham for Park and Open Space Uses***

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-12. CITY OF GRESHAM PROPERTY ACQUISITION SPECIALIST LES WILKINS PRESENTATION IN SUPPORT OF TRANSFER AND RESPONSE TO BOARD QUESTIONS. ORDER 94-178 UNANIMOUSLY APPROVED.

- R-13 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Request for Transfer of Tax Foreclosed Property to City of Fairview for Park and Open Space Uses*

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-13. CITY OF FAIRVIEW PLANNER JOHN PETTIS PRESENTATION IN SUPPORT OF TRANSFER. ORDER 94-179 UNANIMOUSLY APPROVED.

- R-14 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to the Housing Authority of Portland for Low Income Housing Development*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-14. MR. PAYNE ADVISED THE HOUSING AUTHORITY OF PORTLAND HAS REQUESTED THAT A PARCEL BE REMOVED FROM THE TRANSFER LIST. JEANETTE SANDER FROM HAP EXPLAINED IT WAS FELT THAT PARCEL IS INAPPROPRIATE FOR DEVELOPMENT AT THIS TIME BECAUSE IT IS CENTERED IN THE MIDDLE OF OTHER OPEN SPACE, IS ZONED R-1, AND PROVIDES AN OPPORTUNITY TO DEVELOP THE WHOLE AREA PER THE NEIGHBORHOOD PLAN. MR. PAYNE RESPONSE TO BOARD QUESTION. MS. SANDER ADVISED IT IS HOPED THE NON-PROFIT ROSE COMMUNITY DEVELOPMENT ASSOCIATION WILL REQUEST THE PROPERTY. COMMISSIONERS COLLIER AND KELLEY AMENDED THEIR MOTION AND SECOND TO EXCLUDE THE LENTS PARCEL FROM THE TRANSFER LIST. ORDER 94-180 UNANIMOUSLY APPROVED, AS AMENDED.

- R-15 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Portland Development Commission for Low Income Housing Development*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. PORTLAND DEVELOPMENT COMMISSION DIRECTOR OF HOUSING NEIL HUNTER PRESENTATION IN SUPPORT OF TRANSFER, FUTURE PROPERTY TRANSFER NEEDS, AND RESPONSE TO BOARD QUESTIONS. MR. HUNTER TO DISCUSS PROPOSED PDC/NECDC TRADE WITH MR. DuBAY. ORDER 94-181 UNANIMOUSLY APPROVED.

- R-16 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Northeast Community Development Corporation for Low Income Housing Development*

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. NORTHEAST COMMUNITY DEVELOPMENT CORPORATION DEVELOPMENT DIRECTOR MICHAEL TROWER PRESENTATION IN SUPPORT OF TRANSFER. GABRIEL BERG TESTIMONY IN OPPOSITION TO TRANSFERS. COMMISSIONER HANSEN EXPLANATION OF COUNTY COMMITMENT TO NEHEMIAH PROGRAM. ORDER 94-182 UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-19 *ORDER in the Matter of an Exemption from Formal Competitive Bid Process to Contract with Selectron, Inc. for Card Key Access System*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-19. JIM EMERSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CHAIR STAFF TO WORK WITH PURCHASING TO ESTABLISH APPROPRIATE METHOD FOR NOTIFYING BOARD OF EMERGENCY EXEMPTIONS. ORDER 94-183 UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

COMMUNITY AND FAMILY SERVICES DIVISION

- R-23 *Ratification of Intergovernmental Agreement Contract 103505 Between Clackamas County and Multnomah County, Providing Rental Assistance to Eligible Clackamas County Households Accessed through the Emergency Services Clearinghouse Operated by Multnomah County, for the Period July 1, 1994 through September 30, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-23. JOHN PEARSON EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-24** *Budget Modification DES 2 Requesting Reclassification of an Office Assistant II Position in the Tax Title Unit of Assessment and Taxation, to a Foreclosed Property Coordinator*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-24. BETSY WILLIAMS EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-17** **C 1-94a** *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Comprehensive Framework Plan Volume I Findings to Include the West Hills Reconciliation Report, as Revised by the Board, in Partial Fulfillment of Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the West Hills*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. SCOTT PEMBLE EXPLANATION. DONNA MATRAZZO AND ARNOLD ROCHLIN TESTIMONY IN SUPPORT OF BOARD ACTION. MR. ROCHLIN SUBMITTED REBUTTAL TESTIMONY TO DAN MCKENZIE LETTER OF SEPTEMBER 18, 1994 CONCERNING FISH POPULATION IN THOMPSON CREEK AND THOMPSON FORK. ORDINANCE 797 UNANIMOUSLY APPROVED.

- R-18** **C 2-94a** *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Comprehensive Framework Plan Volume I Findings to Include the Howard Canyon Reconciliation Report, as Revised by the Board, in Partial Fulfillment of Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the Howard Canyon Area*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. MR. PEMBLE RESPONSE TO ISSUES ADDRESSED BY MR. HRIBERNICK ON SEPTEMBER 13, ADVISING DIVISION RECOMMENDS NO CHANGE TO SANDY RIVER ISSUE; DOES NOT AGREE WITH MR. HRIBERNICK'S DISCUSSION CONCERNING NEED TO CHANGE IMPACT AREA; DOES AGREE THERE SHOULD BE SOME CLARIFICATION OF LANGUAGE TO CLARIFY THE COUNTY'S INTENT WITH RESPECT TO IMPACT

AREA; AGREES WITH INCLUDING REFERENCE TO NON-EXEMPT ACTIVITY. TRANSPORTATION DIVISION STAFF CHUCK HENLEY PRESENTATION CONCERNING THE SCOPE OF THE REQUIRED STUDY AND THE COST OF THE TRAFFIC MANAGEMENT PLAN. SUSAN FRY AND PAUL HRIBERNICK TESTIMONY AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION OF OPERATING HOURS. MR. PEMBLE SUGGESTIONS IN RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS AND DISCUSSION.

Vice-Chair Collier left at 12:10 p.m.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, AN AMENDMENT TO IV.C.2.d.(iii)&(iv) OF THE RECONCILIATION REPORT ADJUSTING THE FUTURE OVERLAY ZONING DISTRICT AROUND THE EXTRACTION AREA WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, AN AMENDMENT ADDING "NON-EXEMPT" TO THE LAST SENTENCE OF IV.C.2.d.(v) OF THE RECONCILIATION REPORT WAS UNANIMOUSLY APPROVED. BOARD DISCUSSION. MS. FRY COMMENTS. AT CHAIR STEIN'S SUGGESTION AND UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER HANSEN, AN AMENDMENT TO IV.C.2.d.(xiii) OF THE RECONCILIATION REPORT SETTING OPERATING HOURS AT 8:30 AM TO 5:00 PM MONDAY THROUGH FRIDAY; 8:00 AM TO 1:00 PM SATURDAYS, WITH NO CRUSHING ALLOWED; AND 7:00 AM TO 4:00 PM MONDAY THROUGH FRIDAY DURING SUMMER WHEN SCHOOL IS NOT IN SESSION, WAS UNANIMOUSLY APPROVED. ORDINANCE 798 UNANIMOUSLY APPROVED, AS AMENDED.

There being no further business, the meeting was adjourned at 12:20 p.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 19, 1994 - SEPTEMBER 23, 1994

Tuesday, September 20, 1994 - 10:00 AM - Board Briefing Page 2

Thursday, September 22, 1994 - 9:30 AM - Regular Meeting Page 2

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, September 20, 1994 - 10:00 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

- B-1 Nehemiah Program Update. Presented by Jaki Walker and Michael Trower.
(10:00 AM TIME CERTAIN, 1 HOUR REQUESTED.)*
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COMPENSATION COMMITTEE*
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COUNTY CITIZEN INVOLVEMENT COMMITTEE*
- C-5 In the Matter of the Reappointments of Gretchen Kafoury, Vera Katz, Sharron
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- R-14 *PUBLIC HEARING and Consideration of an ORDER in the Matter of*

Approving Requests for Transfers of Tax Foreclosed Properties to the Housing Authority of Portland for Low Income Housing Development

- R-15 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Portland Development Commission for Low Income Housing Development*
- R-16 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Northeast Community Development Corporation for Low Income Housing Development*
- R-17 *C 1-94a Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Comprehensive Framework Plan Volume I Findings to Include the West Hills Reconciliation Report, as Revised by the Board, in Partial Fulfillment of Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the West Hills*
- R-18 *C 2-94a Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Comprehensive Framework Plan Volume I Findings to Include the Howard Canyon Reconciliation Report, as Revised by the Board, in Partial Fulfillment of Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the Howard Canyon Area*

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-19 *ORDER in the Matter of an Exemption from Formal Competitive Bid Process to Contract with Selectron, Inc. for Card Key Access System*

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DISTRICT ATTORNEY'S OFFICE

- R-20 *Request for Approval of a Notice of Intent to Submit a Child Abuse Multi-Disciplinary Intervention Plan to the State Children's Services Division to Apply for a Funding Grant in the Amount of \$426,414 (10:45 AM TIME CERTAIN, 15 MINUTES REQUESTED.)*

AUDITOR'S OFFICE

- R-21 *Budget Modification NOND 1 Requesting Authorization to Transfer \$75,000 from General Fund Contingency to the Auditor's Office to Cover the Cost of Consultants to Perform an Independent Operational Analysis of the Multnomah County Sheriff's Office Pursuant to Resolution 94-113 (11:00 AM TIME CERTAIN REQUESTED.)*

PUBLIC COMMENT

R-22 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

1994-3.AGE/45-50\dlb

COMMISSIONERS SUPPLEMENTAL AGENDA

*Thursday, September 22, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-13** *In the Matter of the Appointments of Bob Boileau, Marjorie Booton, George Collier, Michael Dana, Robert Godel, Mavis Holt, Bonnie Morris, Jolinda Osborne, Sharon Owen, Paul Porch, Mark Ruhland, Dorothy Smith, Ken Snyder and Cathy Van Zyl to the ADVISORY COMMITTEE ON DESIGN AND CONSTRUCTION OF THE MIDLAND LIBRARY*

DEPARTMENT OF HEALTH

- C-14** *Ratification of Intergovernmental Agreement Contract 200665 Between Multnomah County and Portland Public Schools, Providing Foreign Language Interpretation Services for Multnomah County Early Intervention and Early Childhood Special Education Agencies, Upon Execution through June 30, 1995*
- C-15** *Ratification of Intergovernmental Agreement Contract 200735 Between the Oregon Department of Human Resources and Multnomah County, Allowing Potential Department Clients to Apply for Oregon Health Plan Services at County Sites, for the Period October 1, 1994 through September 30, 1995*

REGULAR AGENDA

COMMUNITY AND FAMILY SERVICES DIVISION

- R-23** *Ratification of Intergovernmental Agreement Contract 103505 Between Clackamas County and Multnomah County, Providing Rental Assistance to Eligible Clackamas County Households Accessed through the Emergency Services Clearinghouse Operated by Multnomah County, for the Period July 1, 1994 through September 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-24** *Budget Modification DES 2 Requesting Reclassification of an Office Assistant II Position in the Tax Title Unit of Assessment and Taxation, to a Foreclosed Property Coordinator*

Agenda No.: C-1

AGENDA PLACEMENT FORM

8/31/94

JAN 25 '93 10:53AM MULT CO ANIMAL CNTRL 503 2483002

P.3/4



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Animal Control Advisory Committee

- B. Name Patti Strand

Address 4141 SE 141st

City PORTLAND State OR Zip 97236

Do you live in K unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 503-761-8962

- C. Current Employer SELF-EMPLOYED / REALTOR & WRITER

Address 4141 SE 141st Ave.

City PORTLAND State OR Zip 97236

Your Job Title I just completed a book AND will now REACTIVATE my REAL ESTATE licence.

Work Phone _____ Home No. (Ext) _____

Is your place of employment located in Multnomah County? Yes 6 No _____

- D. Previous Employers _____ Dates _____ Job Title _____

Caldwell Baker Realtor Nov 90 - Jan 92 Salesperson

20/20 Properties Apr. '85 - Nov '90 "

Pounder Real Estate Nov 83 - Apr. 85 "

CARDS AND COMMISSIONS

JAN 25 '93 10:54AM MULT CO ANIMAL CNTRL 503 2483002

P. 4/4

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

PUGET SOUND CRISIS CENTER	1974-76	COUNSELING CRIME VICTIMS
PWS. Resp. Dog Breeders Assoc of Oreg.	1991-Present	COORDINATING activities such as pet placement & public education regarding pet ownership

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
----------------	-------	------------------------

WASH. STATE U.	Sept 65 - June 66	Gen. Studies
Lower Columbia	Sept 66 - June 68	"
PORTLAND STATE U.	Sept 68 - June 70	"

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Dr. ART HALL OHSU 3181 SW Sam Jackson Park Rd. 494-2476

Dr. Scott Campbell 1816 NE 82ND AVE PORTLAND 97220 254-7379

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

F Caucasian
sex / racial ethnic background

birth date: Month May Day 28 Year 1946

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature [Signature] Date 1-28-93



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

B. Name CONNIE RYBA

Address 1333 N.W. EASTMAN PARKWAY

City GRESHAM State OR Zip Code 97030

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

~~Work~~
Home Phone 669-2383

C. Current Employer CITY OF GRESHAM - POLICE

Address 1333 NW EASTMAN PARKWAY

City GRESHAM State OR Zip Code 97030

Your Job Title SERVICES DIVISION COMMANDER

Work Phone 669-2383 (Ext) 383

Is your place of employment located in Multnomah County? Yes ☒ No ☐

D. Previous Employers _____ Dates _____ Job Title _____

N/A -
Employed By City of Gresham
Since 1978

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer activities.

Name of Organization Dates Responsibilities

N/A

F. Please list all post-secondary school education.

Name of School Dates Responsibilities

N/A

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Gussie McRobert - Mayor, City of Gresham
Not Known, Gresham Chief of Police

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

F/W

sex/racial ethnic background

Birth date: Month N/A Day Year

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Date

8/31/94

Meeting Date: SEP 22 1994

Agenda No.: C-2

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Deferred Compensation Committee

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 9/15/94
Amount of Time Needed: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Appointment of Calvin J. Smith to the Deferred Compensation Committee

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Deferred Compensation Committee

B. Name

Calvin J. Smith

Address

13655 Briarfield Ct.

City

Milwaukie

State

OR

Zip Code

97222

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone

653-6251

C. Current Employer

Multnomah County A&T

Address

610 SW Alder

City

Portland

State

OR

Zip Code

97222

Your Job Title

Fiscal Specialist II - Tax Accounting A&T

Work Phone

248-3374

(Ext)

2374

Is your place of employment located in Multnomah County? Yes ☒ No ☐

D. Previous Employers

Dates 2-88 to 6-90

Job Title Property Tax Acct.

Harsch Investment Corp

4-86 to 2-88

Budget Analyst

Riedel International Corp

4-84 to 4-86

Fixed Asset Accountant

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Oregon Art Institute	Board member 1990 & 1991	Board main function is to Plan Fundraiser for Pacific NW College of Art.
Manager of NW Winetasting Event	for 1990 and 1991 events	for Pacific Northwest College of Arts Fundraiser.

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Portland State University	Grad 8-80	Business Admin / Accounting B.S.

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Gary Bartholomew (ext 2366) Assessment & Taxation Accounting Supervisor
Janice Druian (ext 3090) Director of Assessment & Taxation Div.

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

Male / Swiss - German
sex/racial ethnic background

Birth date: Month 12 Day 1 Year 52

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Calvin J. Smith

Date

8-8-94

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Oregon Art Institute	Board member 1990 & 1991	Board main function is to Plan Fundraiser for Pacific NW College of Art. Manager of NW Winetasting Event for Pacific Northwest College of Arts Fundraiser for 1990 and 1991 events

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Portland State University	Grad 8-80	Business Admin / Accounting B.S.

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Gary Bartholomew (ext 2366) Assessment & Taxation Accounting Supervisor
Janice Draugh (ext 3090) Director of Assessment & Taxation Div.

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

Male / Swiss - German
sex/racial ethnic background

Birth date: Month 12 Day 1 Year 52

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Calvin J. Smith

Date

8-8-94



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES

PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR

EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
(503) 248-5135

ADMINISTRATIVE SERVICES

ASSESSMENT & TAXATION (503) 248-5111
ELECTIONS (503) 248-3345
INFORMATION SERVICES (503) 248-3720
(503) 248-3749

MEMORANDUM

TO: Kathy Millard

FROM: Irene Khavan ^{Dave} Financial Services Coordinator

DATE: August 22, 1991

SUBJECT: Deferred Compensation Committee

KM
GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204
8/23/91

In response to your question regarding the "term" that each appointed Deferred Compensation Committee Member will serve:

Pursuant to Article 3.01 of the Multnomah County, Oregon Employee's Deferred Compensation Plan, the Deferred Compensation "Committee shall consist of the County's Finance Director, Finance Division's Deferred Compensation Administrator, and three members, who are employees of the County appointed by the County Chair with the approval of the Board of County Commissioners."

Since the adoption of the original Plan in 1980, the three County employee members have represented Legal Counsel, the Sheriff's Office, and Union Locals within the County. Due to the complexities of the Plan, members' terms are not specified. Continuity of service is critical to the administration and interpretation of the Plan document. Article 3.01 also states: "The County may remove a Committee Member for any reason by giving such member ten days written notice. . ."; therefore, the County is not without recourse should it be deemed necessary to remove a member from service.

Finally Kathy, since Dave has designated me as Plan Administrator, the Plan document has been rewritten and amended to ensure compliance with Internal Revenue Code 457, an RFP has resulted in adding two providers to the existing carriers, and we are currently drafting the Employee Deferred Compensation handbook with a target date of December 1. The Deferred Compensation Plan is a valuable benefit to Multnomah County employees who elect to use it, Kathy. I've enclosed a Plan document for your files.

1697F/IK/js

Enclosure

Agenda No.: C-3

AGENDA PLACEMENT FORM

8/29/94



INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

MULTNOMAH COUNCIL ON Chemical Dependency

COMMUNITY CORRECTIONS ADVISORY COMMITTEE

- B. Name DAVID A. JONES

Address 3485 N.W. THURMAN

City PORTLAND State OR Zip 97210

Do you live in _____ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 503 221-2128

- C. Current Employer CENTER Substance Abuse Prevention, WASHINGTON D.C.

Address _____

City WASHINGTON State D.C. Zip _____

Your Job Title CONSULTANT / TRAINER

Work Phone 221-2128 (Ext) _____

Is your place of employment located in Multnomah County? Yes ✓ No X

- D. Previous Employers

Dates

Job Title

HAIGHT ASHBURY CLINICS 1-90 Counselor 5/93

LOCAL #34 1-81 FILEMAN 7/89

CONTACT: JO Ann Allen
249-3763

Beverly Stein, Multnomah County Chair
Room 1410, Portland Building
1120 SW Fifth Avenue
P.O. Box 14700
Portland, OR 97204

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
N.A.A.C.P	Presently	MEMBER
NATL ORG of AFRICAN AMERICANS	Presently	MEMBER
P.T.A. MEMBER	CHADMAN elementary	member/PARENT

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
U.C. Berkeley EXT	1-90-'8-93	CHEMICAL Dependency cert-
MERLHURST COLLEGE	Presently	
MONTARA COSTA COLLEGE	874-6-76	

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Edna M. ROBERTSON	N.E. NEIGHBORHOOD ASSOC.	823-4575
SHERI ROHN SONJA STRAUB		221-2128
SHERI ROHN	N.A.A.C.P. PORTLAND.	

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M AFRICAN AMERICAN
sex / racial ethnic background

birth date: Month 12 Day 20 Year 54

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Dawn Jones Date 10/18/93

CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: *MULTNOMAH COUNCIL Chemical Dependency
*Community Corrections Advisory Committee

SECTION I

NAME: DAVID A. JONES HOME PHONE: 221-2128

ADDRESS: 3485 N.W. THURMAN WORK PHONE: SAME

PORTLAND, OREGON

Is your residence located in Multnomah County?

YES X NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I WANT TO PARTICIPATE IN THE COMMUNITY
PROCESS, WHICH DEALS WITH ISSUES THAT
ARE IMPORTANT TO ME.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. N.A.A.C.P. PORTLAND DATE: PRESENTLY

2. NOR. ORG. AFRICAN AMERICAN MALES DATE: PRESENTLY

3. P.T.A. CHADMAN SCHOOL DATE: PRESENTLY

RESPONSIBILITIES: GENERAL MEMBER WHICH INCLUDES ALL

DECISION MAKING RESPONSIBILITY, AS A MEMBER

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Sheri Rohne

N.A.A.C.P. Pres. Portland

FRANK HALL

DIR. DEPT. CORRECTIONS OREGON

503/945-0922

SONJA STRAUB

221-2128

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 12 Day 20 Year 54 SEX: Female Male X

ETHNIC ORIGIN: Asian Black X Hispanic

Native American White

My signature affirms that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Dave A. Jones

Date: 10/18/93

DAVID A. JONES

EDUCATION: University of California Berkely Extension
Drugs and Alcohol Program
1990-present

Vista Community College, Berkeley Ca
International Business Program
1987

Contra Costa Community College, Ca
Liberal Arts
1974-1976

Coastal School of Deep Sea Diving, Oakland Ca
1978-1979
Certificate of Completion: Basic Air, Chamber
Operator and Mixed Gas Driver Training Course

EXPERIENCE: **Senior Chemical Dependency Counselor & Group
Facilitator** for difficult and resistant populations
Haight-Ashbury Free Clinics, Inc.
Drug Detox Aftercare & Rehabilitation Program
San Francisco, Ca
1990-present

Responsible for providing individual and or group
interaction with substance abusing clientele from diverse
cultural, economic and ethnic backgrounds. Administered
client intake, including documentation of past substance
abuse. Developed treatment plans for new clients.
Assisted clients in obtaining needed social, vocational,
medical, and legal services. Responsible for the
development of contract services to inmates at San
Quentin prison. Facilitated experiential group process
with inmates, including lectures on the disease model of
chemical dependency and family systems, detox protocol
with pharmacological adjuncts, public health and HIV
issues.

Chemical Dependency Counselor & Group Facilitator for
Haight-Ashbury Allen Temple Detox & Aftercare Program
Oakland, Ca
1990-1991

Responsible for intake assessment, physical work-ups, medical history, psychiatric history, family history, chemical dependency history under the direction of Dr. James Johnson. Ran support groups for parolees and community clients.

Director of Men's program at Moving Addicted Mothers Ahead program of the Haight-Ashbury Detox & Aftercare Clinic

Assisted in the development of a total family treatment program under the auspices of Haight-Ashbury for it's pregnant addict population. Helped structure male involvement in the treatment and recovery process of addicted mother. Worked on the planning committee in conjunction with Grandparents who Care and the Edgewood Childrens Center.

Coordinator & Program Liason
Haight-Ashbury Drug Detox Clinic
San Francisco, Ca

Coordinated Highland Hospital's Perinatal Chemical Dependency Unit eight-month staff training at the Haight. Structured the daily activities for the staff of Highland in conjunction with our counseling, dual diagnosis, pharmaceutical, medical and psychiatric staff.

Facilitator, Staff Coordinator
Occupational Health Services, Inc.
Larkspur, Ca
1990-1991

Managed office, disseminated information, made referrals for clients to 12-step meetings, support groups and other community resources.

Mass Communications Coordinator & Press Aide
Northern California Mandela Reception Coalition
Berkeley, Ca

Managed office in charge of all fax communications to and from national and local media. Performed logistics support and program support.

Detox program Assistant
Center Point /Detiox and Residential Treatment Programs
San Rafael, Ca

Support Group Facilitator Training, UC San Francisco
Medical Center, 1991

Dual Diagnosis workshop on Systems Awareness and
Recovery Oriented treatment, sponsored by the Dual
Diagnosis Task Force Division of Mental Health and
Substance Abuse.

Substance Abuse and Chemical Dependency: An HIV
Perspective; Workshop, Fairmont Hotel, San Francisco,
August 1990

Center for Third World Organizing (week-long workshops
on grassroots organizing for non-profits), St. Mary's
College, Oakland, July 1990

Co-dependency and Alcoholic Family Workshops,
Berkeley/Albany Community Center, June 1990 to present.

World Work, presented by the Global Process Institute,
held in Stoos, Switzerland, 1992

CERTIFICATES:

International Peace Federation, "Chronic Conflicts
Resolution" seminar, Moscow, Russia with Arnold Mindell
Process theory & Group theory
1993

Alcohol & Drug Abuse Studies
University of California Extension, Berkeley
1993

Dual Diagnosis Workshop on System Awareness and
Recovery Oriented Treatment
Department of Public Health
City and County of San Francisco, Ca
1992

Certified Addictions Counselor Training
"Children of Alcoholics: Losses & Forgiveness" with Claudia
Black
The Cambridge Institute, San Francisco, Ca
1991

HIV Pre and Post Test Antibody Counselor
San Francisco AIDS Health Project UCSF
1991

Provided intake/admissions services for clients, support and assistance in developing linkages with self-help groups and community resources

Recruitment Counselor

Inner City Services
Berkeley, Ca

Recruitment of culturally and economically disadvantaged youth for GED preparation and computer training, peer and vocational counseling

Intern

Vista Community College
Berkeley, Ca

Worked in the International Trade Department contacting local businesses to encourage participation in international trade opportunities through City of Oakland's Small Business Development Center and State Department of Export Programs.

**Sea Tech Diving and Construction Company, Oakland Ca.
Operations manger and diver/tender**

Coordinated daily Operations for the in house running of diving gear and equipment..Involved in every aspect of field work job set up and dive plan .

WORKSHOPS/TRAININGS/INSERVICES:

Bay Area Movement Symposium, A Confluence of Therapy, Education, Somatics and Dance
John F. Kennedy University, Orinda, Ca.
1990 & 1992

Community Strategic Training Initiative
Berkeley Conference Center, Berkeley, Ca
1991

Oakland (V.I.P.) Violence Intervention Project
Oakland Men's Project, First Unitarian Church
1992

Substance Abuse & Chemical Dependency and HIV perspective, Providence Hospital, Oakland, Ca
1990. Sponsored by the Center for AIDs project East Bay

Black Coalition on AIDS Emotional Support for HIV
positive clients
Black Coalition on AIDS Rafiki Project
San Francisco, Ca 1991

Publications:

Jones, A. David, International Update on Addiction
Modalities, Journal of Psychoactive Drugs (in press)

Agenda No.: C-4

AGENDA PLACEMENT FORM

BOARD OF
 COUNTY COMMISSIONERS
 1994 SEP 13 AM 11:55
 MULTNOMAH COUNTY
 OREGON

8/29/94



Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

RECEIVED

AUG 12 1994

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

August 10, 1994

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Carol Ward
Office of Citizen Involvement

RE: CIC Appointment

Please appoint Jack Pessia to the Citizen Involvement Committee for a **term ending July 31, 1996**. Jack was recommended by the Oregon State Bar Association and will fill the CIC's "At Large" position. Mr. Pessia's interest form and letter of nomination are included.

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: At LARGE - OR. STATE BAR ASSOC.

SECTION I

NAME: Jack Pessia HOME PHONE: 248-0578

ADDRESS: 3426 NW Thurman St. WORK PHONE: 684-7401

Portland, Oregon 97210

Is your residence located in Multnomah County?

YES XX NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I have served many years in different capacities through the
citizens budget Advisory committee process. Appointed as Chair
of the Central Citizens Budget Advisory Committee and the CIC
Executive Committee provides me more opportunity to serve.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1 District Attorney's CBAC DATE: through 1993

2 member Central CBAC DATE: 1990 - 1993

3 - Trustee, 40-Mile Loop DATE: early 1980's

RESPONSIBILITIES: As Chair of the Central Citizens Budget Advisory
Committee I coordinate nine departmental CBAC committees and resp
ond with budget recommendations and review dedicated funds for
Multnomah County.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

248-3105

Kelly Bacon, Exec, Asst., Mult. Co. District Attorney's office

Honorable Harl Haas, Circuit Court Judget, Mult. Co. 248-3052

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 10 Day 02 Year 48 SEX: Female Male xx

ETHNIC ORIGIN: Asian Black Hispanic

Native American White xx

My signature affirms that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature:  PESSIA Date: 5-12-94



5200 S.W. Meadows Road, P.O. Box 1689, Lake Oswego, Oregon 97035-0889
(503) 620-0222 or WATS 1-800-452-8260, FAX: (503) 684-1366

June 17, 1994

Ms. Carol Ward
2115 S.E. Morrison, Room 215
Portland, Oregon 97214

Re : Multnomah County Citizen Involvement Committee

Dear Ms. Ward:

I have been asked to submit a letter on behalf of Mr. Jack Pessia, who has been an employee of the Oregon State Bar since November 1985, in support of his volunteer efforts with the Citizen's Involvement Committee for Multnomah County.

I have known Mr. Pessia since his above mentioned employment and aware of his previous volunteer efforts for the County in past years. Besides his duties as Operations Manager for the Bar, Mr. Pessia has also served as liaison to the Criminal Law Section during his employment. I would encourage and without hesitation recommend Mr. Pessia for volunteer activities supported by the Citizens Involvement Committee.

The Oregon State Bar encourages employees to participate, on a volunteer basis, in pro bono or other civic activities the goals of which are to serve those in need, to improve the law, government or the legal profession, or to provide other social services to the poor. This policy is formalized in the Bar's Personnel Manual, Policy 5.13-Public and Civic Service.

If I can provide any further information regarding Mr. Pessia's experience and service, please feel free to contact me.

Sincerely,

Ann Bartsch
Acting Executive Director

cc: Jack Pessia
3426 N.W. Thurman St.
Portland, Oregon 97210

Meeting Date: **SEP 22 1994**

Agenda No.: C-5

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Reappointments to Community Action Commission

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 15, 1994

Amount of Time Needed: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953

BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Reappointments to the Community Action Commission. All terms expire 6/30/96:

Carole Murdock	Seat 2 Private Sector
Gene Ross	Seat 6 Private Sector
Charles Moose	Seat 8 Private Sector
Vera Katz	Seat 2 Public Sector
Sharron Kelley	Seat 4 Public Sector
Gretchen Kafoury	Seat 6 Public Sector

BOARD OF
CLATSOP COUNTY
1994 SEP 13 AM 11:55
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.



MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

421 S.W. Fifth, Suite 200
Portland, OR 97204-2221



TEL: 503-248-5464
FAX: 503-248-3332

go ahead & put this on the agenda

RECEIVED

JUL 28 1994

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

July 21, 1994

Chair Bev Stein
Board of County Commissioners
106/1410

Dear Chair Stein:

At its meeting on July 13, 1994, the Multnomah County Community Action Commission voted to recommend to the Chair for reappointment to the Community Action Commission the following persons whose terms expired on June 30, 1994:

In the Private Sector -

Carole Murdock
Gene Ross
Charles Moose

} *all expire 6/94*

In the Public Sector -

Mayor Vera Katz
Commissioner Sharron Kelley
Commissioner Gretchen Kafoury

} *all expire 6/94*

The new terms for these members would expire on June 30, 1996

According to County Ordinance 665, the Board of County Commissioners appoints members in the private and public sectors of the Community Action Commission.

Thank you for your attention to this matter.

Sincerely,

Jan Savidge

Jan Savidge, Chair
MCCAC

enc: Commission member list reflecting requested action of the Board.

AGENDA PLACEMENT FORM

8/29/94

PORTLAND
MULTNOMAH
COMMISSION
ON AGING

Aging

1120 S.W. 5th AVE., 5th FLOOR
PORTLAND, OR 97204-1978
(503) 823-5269

August 12, 1994

Bev Stein, Chair
1120 SW 5th, Rm. 1410
Portland, OR 97204

RECEIVED

AUG 16 1994

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

Dear Commissioner Stein:

The Portland/Multnomah Commission on Aging would like to forward these recommendations to you for appointment to terms on the Commission effective immediately.

<u>NAME</u>	<u>REPRESENTING</u>	<u>TERM</u>	<u>REPLACING</u>
Mabel Ramsthal	At-Large	7/95	Constance Andersen
Harvey Rice	At-Large	7/96	Joe Anderson
Louis Hall	At-Large	7/96	New Slot
Gerri Peck	NE District Advisory Committee on Aging	7/95	Lillian Clark
Joe Anderson	East County	7/95	New Slot

We have enclosed the applications for these candidates for your review. We feel these individuals have made outstanding contributions to the elderly of our community and feel that they will be excellent additions to the Commission on Aging.

Sincerely,

Shirley McGrew

Shirley McGrew, Chair
Portland/Multnomah Commission on Aging

cc: Appointee



The City of Portland



MAY 19 1993

A P P L I C A T I O N

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name Joe W. Anderson (Gresham Police Dept. Crime Prevention Unit)
Address 1333 N.W. Eastman Parkway, Gresham (zip) 97030
Phone (Home) 661-4083 (Work) 669-2332

2. Education: Please indicate highest level completed.

High School Senior College (Undergraduate) Junior
Other _____ College (Post-Graduate) _____

3. Employment Status:

Employed Full Time Yes Retired _____
Part Time _____ Not Employed _____

4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>Gresham Police Dept.</u>	<u>Jan. 1989 to</u>	<u>Crime</u>
<u>1333 N.W. Eastman Parkway</u>	<u>Presently</u>	<u>Prevention</u>
<u>Gresham, Ore. 97030</u>		<u>Duties</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>Gresham Dinner Lions Club</u>	<u>Presently</u>	<u>1st Vice Pres.</u>
<u>East County Elder Safety Coalition</u>	<u>Presently</u>	<u>help coordinate</u>
<u>Crime Prevention Assn. of Oregon</u>	<u>Presently</u>	<u>Past President</u>
<u>Gresham Police Chiefs Forum</u>	<u>Presently</u>	<u>Represent non-sworn employees</u>

6. Why do you want to serve on the Commission/Committee?

I would like to help increase the awareness of Senior Safety, Senior Services, Senior concerns/issues and support/assist Aging Services in the public relations activities needed to enhance the Portland/Multnomah Commission on Aging.

7. What are your specific areas of interest?

☐ Health ☐ Nursing Homes ☒ Community Services ☐ Medicare
☒ Media ☐ Transportation ☐ Social Security ☐ Employment
☐ Housing ☐ Nutrition ☒ Elder Abuse ☐ Mental Health
☐ Other (Please Specify) CRIMES AGAINST SENIORS

8. I am interested in serving as a: Commission Member ☒
Committee Member ☐
* Voting ☒ Non Voting ☐

a. What PMCoA Committee are you interested in serving on?

☐ Health & Safety ☐ Long-Term Care Ombudsman
☐ Minority ☐ Area Agency on Aging ☒ Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
Chief Tom Potter	1111 SW 2 nd Port.	97204-3232	796-3000 - FRIEND
Becky Wehrli	1120 SW 5 th - 5 th flr. Port.	97204-823	5269 - BUSINESS ASSOCIATE

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☐ Under 60? ☒ Are you low-income? Yes ☐ No ☒

Do you have a disability? Yes ☐ No ☒

Ethnic origin: ☐ Black ☐ Native American ☐ Hispanic
☐ Asian ☒ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Joe W. Anderson Date 5/18/93

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

APPLICATION

JUN 21 1994

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name Geraldine Gerri Peck
 Address 2405 NE 46th Avenue (Zip) 97213
 Phone (Home) 288-2497 (SO3) (Work) N/A

2. Education: Please indicate highest level completed.
 High School _____ College (Undergraduate) _____
 Other _____ College (Post-Graduate) Some

3. Employment Status:
 Employed Full Time _____ Retired X
 Part Time _____ Not Employed X

4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>Laurelhurst Pre-School</u>	<u>1988-1990</u>	<u>Head teacher</u>
<u>Children's Club</u>	<u>1985 - 1987</u>	<u>Head Teacher</u>
<u>Wa-He-Lute Indian School</u> <u>Olympia, Wa. (Frank's Landing)</u>	<u>1974 - 1975</u>	<u>Director/Teacher</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>Health Clinics</u>	<u>1970-1982</u>	<u>Co-Director People's Health</u> <u>receptionist ETC</u>
<u>PORTLAND GRAY PANTHERS</u> <u>1819 NW EVERETT, 97209</u>	<u>To Present</u>	<u>- Edit Newsletter, THE PULSE</u> <u>- Chairman</u>
<u>HOLLYWOOD Senior Center</u>	<u>1992 - Present</u>	<u>Teach class in Life</u> <u>History</u>

6. Why do you want to serve on the Commission/Committee?
To keep in touch with the field of aging
To represent Hollywood Senior Center
To contribute from my background & experiences

7. What are your specific areas of interest?

☒ Health ☐ Nursing Homes ☒ Community Services ☐ Medicare
☒ Media ☐ Transportation ☐ Social Security ☐ Employment
☐ Housing ☒ Nutrition ☐ Elder Abuse ☐ Mental Health
☒ Other (Please Specify) Senior Centers

8. I am interested in serving as a: Commission Member ☒
Committee Member ☒
* Voting ☒ Non Voting ☐

What PMCoA Committee are you interested in serving on?

☐ Elder Safety Coalition ☐ ~~Nutrition Coalition~~ ☐ Multi-Ethnic
☒ Area Agency on Aging ☐ ~~Senior Center Task Force~~

9. Give two references: Adult Foster Care Home Committee

Name	Address	Phone	Relationship
<u>Jim Paynter</u>	<u>1840 NE 40th / 97212</u>	<u>288-8303</u>	<u>Friend</u>
<u>Bill Gordin</u>	<u>5022 SE 45th / 97204</u>	<u>774-8788</u>	<u>Friend</u>

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☒ Under 60? ☐ Are you low-income? Yes ☐ No ☐

Do you have a disability? Yes ☐ No ☒

Ethnic origin: ☐ Black ☐ Native American ☐ Hispanic
☐ Asian ☒ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA:
Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior and Disabled Services Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Gerri Peck Date 6/20/94

Return completed application to: Portland/Multnomah Commission on Aging,
1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 823-5269.

A P P L I C A T I O N

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name LOUIS HALL
Address 623 SW PARK APT. 225 PDY 97205 (zip)
Phone (Home) ~~231-8389~~ (Work) 241-8389
2. Education: Please indicate highest level completed.
High School WALLA WALLA HIGH College (Undergraduate) CALIF. STATE (NORTH RIDGE)
Other UNIV. OF ILL. College (Post-Graduate)

3. Employment Status:
Employed Full Time _____ Retired _____
Part Time _____ Not Employed ✓
4. Current or past place of employment: SEE RESUME
Organization/Address _____ Dates _____ Responsibilities _____

- RESUME
5. Current and past volunteer/civic activities:
Organization/Address _____ Dates _____ Responsibilities _____

6. Why do you want to serve on the Commission/Committee?
BECAUSE I'VE LIVED IN ROMANIAN ADULT FOSTER HOMES AND HAVE BEEN DISSATISFIED, ESPECIALLY WITH THE CURRENT ONE.

7. What are your specific areas of interest?

☐ Health ☐ Nursing Homes ☒ Community Services ☐ Medicare
☐ Media ☐ Transportation ☒ Social Security ☐ Employment
☒ Housing ☐ Nutrition ☐ Elder Abuse ☐ Mental Health
☒ Other (Please Specify) ADULT FOSTER HOMES

8. I am interested in serving as a: Commission Member ☒
Committee Member ☒
* Voting ☐ Non Voting ☐

What PMCoA Committee are you interested in serving on?

☐ Elder Safety Coalition ☐ Nutrition Coalition ☐ Multi-Ethnic
☐ Area Agency on Aging ☐ Senior Center Task Force

9. Give two references: Adult Foster Home Adv. Com.

Name	Address	Phone	Relationship
REV. KATE TUCKER	FIRST LUTHERAN CHURCH	731-9263	FRIEND
TED HOLLING	11 1st St	287-6439	FRIEND

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☐ Under 60? ☒ Are you low-income? Yes ☒ No ☐

Do you have a disability? Yes ☒ No ☐

Ethnic origin: ☐ Black ☐ Native American ☐ Hispanic
☐ Asian ☒ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior and Disabled Services Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature [Signature] Date June 7, 1994

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 823-5269.

A P P L I C A T I O N

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCOA)

for BOTH Commission and Committee Positions

7/2/92
 SCCTTF - 92/93
 SCCTTF - 93/94
 Nutr. 93/94
 Multi-Eth 93/94

1. Name HARVEY Rice
 Address 5050 NE 14th Ave (Zip) 97211
 Phone (Home) 287-3135 (Work) _____

2. Education: Please indicate highest level completed.
 High School Benson College (Undergraduate) PSU
 Other Metro Broker's R.E. School College (Post-Graduate) PSU & OSU
 * BS Bus Admm - MST Soc. Science - AAS Real Estate

3. Employment Status:
 Employed Full Time Indepent Contr. Retired _____
 Part Time Yes Not Employed _____

4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>Equitylink Fm. Ser.</u>	<u>Jan 92-Pres.</u>	<u>Mortgage Broke.</u>
<u>Progressive Realty Inc.</u>	<u>July 87-Dec 91</u>	<u>Real Estate Broke.</u>
<u>Laidlaw Transit Inc</u>	<u>Nov 85-Pres</u>	<u>Bus Driver</u> <u>(Part Time)</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>OR State Obvdsman</u>	<u>Jan 92-Pres.</u>	<u>Foster Homes</u>
<u>VIEWS Program</u>	<u>Sept 91</u>	<u>Pres. - Peer Counselor</u>
<u>OSU Ext. Service</u>	<u>Sept 90-Pres.</u>	<u>Grand - Parenting Educ.</u>

6. Why do you want to serve on the Commission/Committee?
To enhance services and improve the quality
of life for this community's senior citizens.

7. What are your specific areas of interest?

☒ Health ☐ Nursing Homes ☒ Community Services ☐ Medicare
☐ Media ☐ Transportation ☐ Social Security ☒ Employment
☒ Housing ☐ Nutrition ☐ Elder Abuse ☒ Mental Health
☒ Other (Please Specify) Community Safety Coalition

8. I am interested in serving as a: Commission Member ☒
Committee Member ☒
* Voting ☒ Non Voting ☐

a. What PMCoA Committee are you interested in serving on?

☒ Health & Well Being ☐ Long-Term Care Ombudsman ☒ Community Safety Coalition
☐ Housing Task Force ☐ Area Agency on Aging ☒ Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
Cheryl Jardine		233-1560 235-4140	VIEWS Superv.
Wayne Nelson	2475 Lancaster Dr NE Salem, OR 97310 B-9	1-800-522-2602	LTC Ombudsman

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☐ Under 60? ☒ Are you low-income? Yes ☒ No ☐

Do you have a disability? Yes ☐ No ☒

Ethnic origin: ☒ Black American ☐ Native American ☐ Hispanic
☐ Asian ☐ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA:
Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Harvey Rice Date 05-17-92

Return completed application to: Portland/Multnomah Commission on Aging,
1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

6/23/92 Chris clarified he
wants Sr Ctr TF +
H&S.

APPLICATION

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCOA)

for BOTH Commission and Committee Positions.

1. Name MABEL JUNE RAMSTHEL
 Address 6221 SW RADCLIFFE ST (zip) 97219
 Phone (Home) 244-7012 (Work) 691-3783
2. Education: Please indicate highest level completed.
 High School ✓ College (Undergraduate) ✓
 Other _____ College (Post-Graduate) _____
3. Employment Status:
 Employed Full Time ✓ Retired _____
 Part Time _____ Not Employed _____
4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>PGE</u>	<u>1-15-85 to present</u>	<u>Social</u>
<u>(Prior to 1985 - mother of 4 children)</u>		<u>PROGRAMS</u>
5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>E. MULT. CO. ELDERCARE</u>	<u>11-93 to present</u>	<u>member</u>
<u>Singing CHRISTMAS TREE</u>	<u>Since 1989</u>	<u>Choir member</u>
<u>Various Comm. SVCS (PGE)</u>	<u>Since 1985</u>	<u>Short-term</u>
<u>Caregiving - Since 1989</u>	<u>93-97 all mother</u>	<u>volunteer</u>
	<u>2 daughters, 1 brother</u>	
6. Why do you want to serve on the Commission/Committee?
Demographics of aging indicate a real
need for personal involvement to
ensure a better future for all of us.

7. What are your specific areas of interest?

☒ Health ☒ Nursing Homes ☒ Community Services ☒ Medicare
☐ Media ☐ Transportation ☒ Social Security ☐ Employment
☒ Housing ☐ Nutrition ☒ Elder Abuse ☒ Mental Health
☐ Other (Please Specify) _____

8. I am interested in serving as a: Commission MemberCommittee Member* Voting ☐Non Voting ☐What PMCOA Committee are you interested in serving on? Wherever needed☒ Elder Safety Coalition ☐ Nutrition Coalition ☐ Multi-Ethnic☒ Area Agency on Aging ☐ Senior Center Task ForceAdult Foster Care
Home Adv. Com.

9. Give two references:

Name	Address	Phone	Relationship
VICTOR SHACKLETON	9922 N. Willamette	286-4147	BROTHER-in-law
JUDY HUMMEL	7800 SW MDHAWK	TUALATIN 97062	

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☒ Under 60? ☐ Are you low-income? Yes ☐ No ☒Do you have a disability? Yes ☐ No ☒

Ethnic origin: ☐ Black ☐ Native American ☐ Hispanic
☐ Asian ☒ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCOA:
 Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior and Disabled Services Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.Signature Walter J. Bamattel Date 6-3-94

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 823-5269.

Meeting Date: **SEP 22 1994**

Agenda No.: C-7

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Re-Appointments to Portland/Multnomah Commission on Aging

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: September 15, 1994
 Amount of Time Needed: _____

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
 BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Re-appointments to Portland/Multnomah Commission on Aging for 3-year terms ending July 30, 1997:

Elsie Hastings	At-Large Position
Jim Nelson	At-Large Position
Marian Keyser	Geographic Representative/SE District Advisory Committee on Aging

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein⁴⁶

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 SEP 13 AM 11:35
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

PORTLAND
MULTNOMAH
COMMISSION
ON AGING

Aging

1120 S.W. 5th AVE., 5th FLOOR
PORTLAND, OR 97204-1978
(503) 823-5269

August 12, 1994

Bev Stein, Chair
1120 SW 5th, Rm. 1410
Portland, OR 97204

 **RECEIVED**

AUG 16 1994

Dear Commissioner Stein:

**BEVERLY STEIN
MULTNOMAH COUNTY CHAIR**

The Portland/Multnomah Commission on Aging would like to forward these recommendations to you for re-appointment to terms on the Commission effective immediately.

<u>NAME</u>	<u>REPRESENTING</u>	<u>TERM</u>
Elsie Hastings	At-Large	To 7/97
Jim Nelson	At-Large	To 7/97
Marian Keyser	SE District Advisory Committee on Aging	To 7/97

These individuals have made outstanding contributions to the elderly of our community during their previous PMCoA terms and we feel that they will continue to make excellent contributions to the Commission in the future.

Sincerely,



Shirley McGrew, Chair
Portland/Multnomah Commission on Aging

cc: Appointee



The City of Portland



8/2/91
NOTE: Becky Wehrli of PMCOA says this information is current - no updated additions. *John Hilland*
Chair's office

APPLICATION

for Membership on the

PORTLAND/MULTINOMAH COMMISSION ON AGING (PMCOA)

for BOTH Commission and Committee Positions

1. Name Elsie A. Hastings

Address 3535 S.E. 86th Ave, #128, Portland, Or. (Zip) 97266

Phone (Home) (503) 775-1919 (Work) none

2. Education: Please indicate highest level completed.

High School graduated College (Undergraduate) 1 year

licensed-Life & Health and Accident Insurance

Other licensed - Real Estate College (Post-Graduate) _____

3. Employment Status:

Employed Full Time _____ Retired X (2 1/2 years)

Part Time _____ Not Employed _____

4. Current or past place of employment:

Organization/Address

Dates

Responsibilities

Berg Christian Enterprises, 4525 SE 63rd, Ptd. 97206; Feb 1982 to May 1985
Organized phone rooming filing system. Solicited & sold Christian book Ste-
ores on watts line. (I worked 8 hrs a day or more) My 2nd job was at RCA,
2645 SE 50th Portland 97206. I was a telephone soliciter to service contract.
Blind Industries of NW, 2216 NE Irving, Portland. I was self employed as a
retail merchant of blind mfg. products. I set up the officedid bookkeeping,
purchasing, hired and trained employees from Aug, 1963 to Sep 1971.

5. Current and past volunteer/civic activities:

Organization/Address

Dates

Responsibilities

Gresham Historical Society, PO Box 65, Gresham, 97030; Charter & Organizing
member on 11, 8, 1976 as trustee and oral Historian. Lifetime member.
Commuted to The Dalles, Or from Portland late summer 1978, soliciting
Daughters of the American Revolution member prospects, typed most of the 25
members for Organizing day, Oct 12, 1978. I was appointed Organizing Regent
of Celilo Chapter DAR. Was Regent for two years. Went to National Conf. in
Washington D.C. both years. Attended all State conf. for several years. Ele-
cted District Director 1980-1981. I am a payed up lifetime member.
Appointed Or. State Commissioner for Clan Campbell July, 1981 and Organized
6. Why do you want to serve on the Commission/Committee? same. Made one trip to Scotl-
and in this capacity 1983. I am still the Commissioner and a paid up lifetime
member. As a disabled person, I believe I can be a useful Committee member,

especially on the telephone.

APPLICATION

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

PMCoA- 92/93

Elder Safety Coal.-91/92
92/93

1. Name JIM NELSON
Address 3615 NE STANTON (Zip) 97212
Phone (Home) 249-8244 (Work) 726-3134

2. Education: Please indicate highest level completed.
High School _____ College (Undergraduate) _____
Other _____ College (Post-Graduate) JURIS DOCTOR

3. Employment Status:
Employed Full Time X Retired _____
Part Time _____ Not Employed _____

4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>PORTLAND POLICE BUREAU</u>	<u>1977 TO PRESENT</u>	<u>DIRECTOR OF SENIOR CRIME PREVENTION PROGRAM</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities

6. Why do you want to serve on the Commission/Committee?
I BELIEVE I COULD CONTRIBUTE A VALUABLE PERSPECTIVE
OF POLICE BUREAU POLICIES AND SECURITY ISSUES AS THEY
RELATE TO OLDER PERSONS AND FACILITATE A CLOSER
PARTNERSHIP BETWEEN THE POLICE BUREAU AND OTHER
PUBLIC AND PRIVATE ORGANIZATIONS.

What are your specific areas of interest?

___ Health ___ Nursing Homes ___ Community Services ___ Medicare
___ Media ___ Transportation ___ Social Security ___ Employment
___ Housing ___ Nutrition X Elder Abuse ___ Mental Health
___ Other (Please Specify) CRIME PREVENTION

I am interested in serving as a: Commission Member X
Committee Member X
* Voting X Non Voting ☐

a. What PMCoA Committee are you interested in serving on?

X Health & Well Being ___ Long-Term Care Ombudsman ___ Minority
___ Housing Task Force ___ Area Agency on Aging ___ Senior Center Task Force

Give two references:

Name	Address	Phone	Relationship
LT GREG CLARK	1111 SW 2P, RM 1552	796-3014	SUPERVISOR
STEVE MINNICK	1111 SW 2P, RM 1552	796-3131	FRIEND

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ___ Under 60? X Are you low-income? Yes ___ No X

Do you have a disability? Yes ___ No X

Ethnic origin: ___ Black ___ Native American ___ Hispanic
___ Asian X White ___ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Jim Nelson Date 6-25-92

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

APPLICATION

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name MARIAN M. KEYSER
Address 4420 SE 39th Avenue (Zip) 97202-4077
Phone (Home) (503) 775-0625 (Work) _____
2. Education: Please indicate highest level completed.
High School _____ College (Undergraduate) X
Other _____ College (Post-Graduate) _____
3. Employment Status:
Employed Full Time _____ Retired _____
Part Time _____ Not Employed _____
4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>None</u>		
5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>Portland Council PTH</u>	<u>1977-Current</u>	<u>Director -</u>
<u>Student Aid Chairman - Secy / Desegregation</u>		
<u>Monitoring Advisory Committee (DMAC)</u>		
<u>Fin Secy / Shaare Torah Synagogue Sisterhood</u>		
6. Why do you want to serve on the Commission/Committee?
Continuation of interests concerning
Senior Citizens

7. What are your specific areas of interest?

☒ Health ☐ Nursing Homes ☒ Community Services ☒ Medicare
☐ Media ☒ Transportation ☐ Social Security ☐ Employment
☐ Housing ☐ Nutrition ☐ Elder Abuse ☐ Mental Health
☐ Other (Please Specify) _____

8. I am interested in serving as a: Commission Member _____
Committee Member X
* Voting ☒ Non Voting ☐

a. What PMCoA Committee are you interested in serving on?

☐ Health & Well Being ☐ Long-Term Care Ombudsman ☐ Minority
☐ Housing Task Force ☒ Area Agency on Aging ☐ Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
<u>Boris Sabbe</u>	<u>7725 SE Long</u>	<u>774-0681</u>	<u>Friend</u>
<u>Aileen Klingworth</u>	<u>3711 SE 10th</u>	<u>235-3482</u>	<u>Sister</u>

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ☒ Under 60? ☐ Are you low-income? Yes ☒ No ☐

Do you have a disability? Yes ☒ No ☐

Ethnic origin: ☐ Black ☐ Native American ☐ Hispanic
☐ Asian ☒ White ☐ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA:
Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Marian M. Keyser Date September 13, 1991

Return completed application to: Portland/Multnomah Commission on Aging,
120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

Agenda No.: C-8

AGENDA PLACEMENT FORM

8/29/94

Lisa Nisenfeld is the manager of workforce development programs for the Portland Development Commission. She came to PDC in 1989 to implement the JobNet program which links the jobs created through economic development with local residents, particularly low income residents of the inner city.

Prior to her work at PDC Lisa was a principal in an employment and training consulting firm which worked across the nation with public job training programs and providers. The firm also provided JTPA program services in Kansas City and Cleveland.

Lisa was one of the initiators of the First Source program in Portland in 1980 and has worked in the employment and training field for over 20 years.

A native of Los Angeles, Lisa came to Portland to attend Lewis and Clark College and, except for a brief exile in Cleveland, has remained a resident of the area.



The Private Industry Council

Serving Multnomah and Washington Counties and the City of Portland

January 13, 1994

Beverly Stein
Chair, Multnomah County Board of Commissioners
Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Dear Chair Stein:

Jan Burreson, Director of the Portland Development Commission, has resigned her position from The Private Industry Council's Board of Directors. Jan was the public sector Economic Development representative for The Private Industry Council's Service Delivery Area.

Enclosed is a copy of Jan's resignation letter in which Mayor Katz nominates Lisa Nisenfeld, Portland Development Commission's JobNet Program Manager, to fill Jan Burreson's term as the public sector Economic Development representative.

TPIC's bylaws require that public sector appointments be jointly approved by the local elected officials of each of the governing entities, City of Portland, Multnomah County, and Washington County.

The Private Industry Council requests to have Lisa Nisenfeld approved by Multnomah County as the Economic Development representative to the Board of Directors. The term expires June 30, 1996. *or 1997?*

Please call if you have questions or need additional information.

Sincerely,


Dennis Cole
President

c: Delma Farrell

*S - with you?
OK with you?
Sounds good.
Sharon
Please draft letter*

Meeting Date: SEP 22 1994

Agenda No.: C-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of IGA, City of Portland, Partial Funding of Domestic Violence Diversion Project

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: _____

Amount of time needed: _____

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Wayne Salvo TELEPHONE #: 248-3423

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☒ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Consent agenda--renewal of IGA.

Provides \$35,418 to domestic violence diversion program, Dept. of Community Corrections, in collaboration with Circuit Court of Multnomah County and the District Attorney.

9/26/94 ORIGINALS to WAYNE SALVO

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Gold

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

CLERK OF
COUNTY COMMISSIONERS
1994 SEP 13 AM 11:56
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900395

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-9 DATE 9/22/94 DEB BOGSTAD BOARD CLERK

Department Community Corrections Division West Dist./Prog.Dev. Date _____Contract Originator M. Haines/M. Santone Phone 248-3456 Bldg/Room 162/MTSWAdministrative Contact Wayne Salvo Phone 248-3423 Bldg/Room 161/600Description of Contract Provides partial funding of Domestic Violence Diversion program.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name City of Portland

Mailing Address 808 S.W. Third, Suite 600
Portland, OR 97204

Phone 823-2357

Employer ID# or SS# _____

Effective Date 7/1/94

Termination Date 6/30/95

Original Contract Amount \$ 35,418

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager M. Toman

Purchasing Director [Signature]
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration [Signature]
(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐

Date 8-25-94

Date _____

Date 9-2-94

Date September 22, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT. CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	021	2807			2773						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

An agreement between the City of Portland (City) and Multnomah County (County) to provide specialized probation supervision for domestic violence offenders.

RECITALS:

1. The City has received funding from the U.S. Department of Justice, Drug Control and System Improvement Formula Grant Program through the State of Oregon Criminal Justice Services Division.
2. The purpose of the grant is to reduce crimes of domestic violence by providing an integrated response.
3. A component of the grant is specialized probation supervision for offenders through Multnomah County Corrections.
4. The grant budget includes funding in the amount of \$35,418 to provide this service.
5. The County has agreed to provide match in the amount of \$22,544 to support this grant.
6. The City and Multnomah County now desire to enter into a formal agreement in the amount of \$35,418 to provide these services for FY 94-95 based upon a budget attached hereto as Attachment A.

AGREED:

1. Scope of Services

The county will provide the following services described for domestic violence specialized supervision:

- A. The County will hire a full-time Probation Officer to provide specialized supervision to domestic violence offenders.
- B. Specialized supervision of offenders shall include:
 1. monthly contact at a minimum
 2. reeducation, alcohol and drug assessment and referral for appropriate treatment
 3. Monitoring of treatment.
- C. The County will provide outreach to victims of the domestic violence offenders under supervision.
- D. Track program participants for successful completion and recurrence of domestic violence crimes or other criminal behavior.
- E. Track required match for grant funds as provided for in II.B.

II. Compensation and Method of Payment

- A. The County will be compensated for the above described services by the City through the General Fund, Bureau of Housing & Community Development.
- B. The County will provide up to \$22,544 in cash match for this grant and will track and report on the match in the requests for reimbursement.
- C. Payments to the County will be made monthly upon submission of a statement of expenditures. The County will keep vendor receipts for materials and services and evidence of payment of personnel costs. Statements for the final month of each quarter are due at the City 15 days after the end of the month. It is agreed that total compensation under this agreement shall not exceed THIRTY FIVE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS (\$35,418).

III. City Project Manager

- A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Reporting Requirements

The County will prepare and submit the following quarterly report to the Bureau of Housing & Community Development.

- A. A quarterly report including progress made on the objective "reduce recidivism in domestic violence crimes by batterers who qualify for deferred sentencing." Submit data and a narrative showing the progress on meeting the objective and report on the project activities linked to this objective.
- B. The information submitted by the County will be transmitted to the State in a combined quarterly report on the grant. In order to meet the State's deadlines, the County's quarterly report is due in the office of the Bureau of Housing and Community Development fifteen (15) days after the end of the quarter.
- C. All reports are to be cumulative for the grant year.

V. Schedule and Performance Goals

- A. Provide services to approximately 200 batterers (80 slots)
- B. Successful program completion - 70%

- C. An estimated 70% of those who successfully complete the program will not reoffend within one year of completing program.

VI. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the County of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and County may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess.

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Housing & Community Development.
- E. **NON-DISCRIMINATION.** In carrying out activities under this contact, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section G above.

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

excess to the City.

I. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

J. **WORKERS' COMPENSATION INSURANCE.**

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, the County is self-insured for Workers' Compensation.
2. In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
3. The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

K. **LIABILITY INSURANCE.** Multnomah County is self-insured as provided by Oregon law.

L. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the

portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

- M. **INDEPENDENT CONTRACTOR STATUS.** The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- N. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by Multnomah County during the period of the contract.

- P. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. **MONITORING.** The City, through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VIII. Period of Agreement

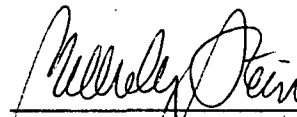
The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over City funds, including program income. The Agreement shall terminate as of June 30, 1995.

Dated this _____ day of _____, 1994.

CITY OF PORTLAND

Commissioner Gretchen Kafoury

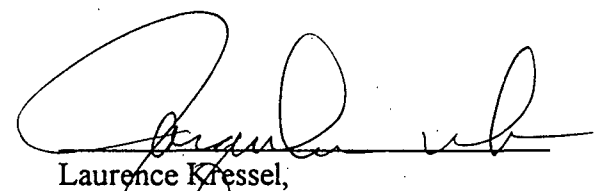
MULTNOMAH COUNTY



Beverly Stein, Chair
Board of Commissioners

APPROVED AS TO FORM:

Jeffrey L. Rogers,
City Attorney



Laurence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 9/22/94
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

MULTNOMAH COUNTY
FY 1994-95 BUDGET
DOMESTIC VIOLENCE INTENSIVE SUPERVISION

Personal Services	
Salaries	\$39,176
Benefits/Taxes	18,786
	<hr/>
Total	\$57,962

Personal Services Detail
1 FTE Probation Officer

Resources:

Grant Funding	\$35,418
Cash Match	<u>22,544</u>
Total	\$57,962

MEETING DATE:

SEP 22 1994

AGENDA NO:

C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of IGA with the Office of Medical Assistance Programs(OMAP)

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 22, 1994

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION:

CONTACT: Tom Fronk/Jim Kennedy

TELEPHONE #: 4274/6747

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk/Gordon Empey

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

This intergovernmental agreement continues Health Department's/Multicare DCO participation in the Oregon Health Plan. It provides members of OMAP's Oregon Health Plan with prepaid dental services on a capitated basis.

9/22/94 ORIGINALS TO Jim Kennedy (picked up)

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

Billi Degeard / R

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

1994 SEP 13 AM 11:55
MULTICARE COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

FROM: Billi Odegaard, Health Department Director *Billi/SP*

REQUESTED PLACEMENT DATE: September 22, 1994

DATE: September 6, 1994

SUBJECT: Intergovernmental agreement with Oregon Medical Assistance Program(OMAP) on behalf of Multical Dental under the Oregon Health Plan.

I. Recommendation/Action: The Health Department recommends approval of this intergovernmental agreement with Oregon Medical Assistance Program for the period October 1, 1994 through September 30, 1995.

II. Background/Analysis: This IGA continues the Health Department's/Multicare DCO participation in the Oregon Health Plan. It provides members of OMAP's Oregon Health Plan with prepaid dental services.

III. Financial Impact: The expenditures in this agreement are reimbursed to the Health Department on a capitated rate basis.

IV. Legal Issues: none.

V. Controversial Issues: none.

VI. Link to Current County Policies: This agreement is in direct support of the Oregon Health Plan.

VII. Citizen Participation: none.

VIII. Other Government Participation: All parties to this agreement are governmental bodies.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 200865

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>9/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date 6 Sep 94Contract Originator Jim Kennedy Phone 6747 Bldg/Room 160/8Administrative Contact Tom Fronk Phone 4274 Bldg/Room 160/7Description of Contract Continues Multicare Dental participation in the Oregon Health Plan.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Office of Medical Assistance Programs (OMAP)Mailing Address 500 Summer Street NESalem, Oregon 97310-1014Phone 945-6940

Employer ID# or SS# _____

Effective Date October 1, 1994Termination Date September 30, 1995Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

- ☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi OdegaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 9-6-94

Date _____

Date 9/7/94Date September 22, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015							DCO	REQ	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Oregon

DEPARTMENT OF

HUMAN RESOURCES

Human Resources Building

OFFICE OF MEDICAL
ASSISTANCE
PROGRAMS

OREGON HEALTH PLAN
DENTAL CARE ORGANIZATION
AGREEMENT 40375

WITH

MULTICARE DENTAL

OCTOBER 1, 1994



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 378-6791

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PART I

PROVIDER SERVICES AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs, hereinafter referred to as OMAP, and

Multnomah County
DBA Multicare Dental
426 SW Stark, 8th Floor
Portland, OR 97204

hereinafter referred to as Contractor.

1. STATUS OF CONTRACTOR

Contractor is a Governmental Agency which is a Dental Care Organization (DCO).

Contractor's designated Service Area is Multnomah, Clackamas, and Washington Counties.

Contractor's maximum enrollment limit is 20,000 for Multnomah, Clackamas, and Washington Counties.

Contractor's total maximum enrollment limit for all service areas is 20,000 under this Agreement.

If Contractor meets the definition of a Health Services Contractor in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OMAP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

2. TERM AND APPROVAL

This Agreement shall become effective on October 1, 1994 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 1995. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended. In the case of renewal of this Agreement, OMAP shall give Contractor not less than 60 days notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.

3. STATEMENT OF WORK

A. Subject to the provisions of this Section and Section 4, COVERED SERVICES, Contractor shall:

- (1) (a) Ensure provision of Medically Appropriate Covered Services consistent with OAR 410-141-120, including Emergency Services and preventive care services, in all those categories listed below as Mandatory and in those Optional categories that are listed below (hereinafter referred to as Capitated Services) for all OMAP Members:
- (b) Contractor shall maintain a provider panel sufficient to ensure adequate capacity to provide Medically Appropriate Covered Services for OMAP Members consistent with OAR 410-141-120 OHP, Prepaid Health Plan Provision of Health Care Services. Contractor shall periodically provide OMAP with current dentist listings by service area, which specify individual primary care practitioners, and indicate whether the dentist is accepting or declining new OMAP Members at the time of the report period. Such information shall be provided periodically on the Primary Care Dentist Report which is attached hereto as EXHIBIT D.

DCO Mandatory

Dental

- (2) Ensure provision of Triage Services for Emergency and Urgent Capitated and Medical Case Managed Services for all OMAP Members on a 24-hour, 7-day-a-week basis consistent with OAR 410-141-140, OHP Prepaid Health Plan Emergency and Urgent Care Medical Services.
- (3) Ensure provision of Medical Case Managed Services as described in Part I, Section 3I, below, for all OMAP Members consistent with OAR 410-141-160, OHP Prepaid Health Plan Continuity of Care.
- (4) Ensure maintenance of a medical and/or dental recordkeeping system adequate to fully disclose and document the medical condition of the OMAP Member and the extent of Medical Case Managed and Capitated Services received by OMAP Members consistent with OAR 410-141-180, OHP Prepaid Health Plan Medical Recordkeeping.
- (5) Maintain an internal quality assurance program based on written policies, standards and procedures that are in accordance with accepted medical and/or dental practices and with accepted professional standards consistent with OAR 410-141-200, OHP Prepaid Health Plan Quality Assurance System. The internal quality assurance program shall be consistent with the applicable utilization control requirements set forth in 42 CFR Part 456.

- (6) Ensure that Capitated Services and Medical Case Managed Services are accessible to OMAP Members. Contractor shall not discriminate between OMAP Members and non-OMAP members consistent with OAR 410-141-220, OHP Prepaid Health Plan Accessibility.
 - (7) Have written procedures for accepting, processing and responding to all complaints and grievances from OMAP Members consistent with OAR 410-141-260, OHP Prepaid Health Plan Complaint Procedures. Contractor shall provide OMAP with periodic reports of OMAP Member complaints and grievances, Such information shall be provided on the Health Plan Complaint Log which is attached hereto as EXHIBIT E.
 - (8) Develop informational materials for potential OMAP Members consistent with OAR 410-141-280, OHP Prepaid Health Plan Informational Requirements.
 - (9) Have an ongoing process of OMAP Member education and information sharing which includes orientation to Contractor, health education and appropriate use of emergency facilities and urgent care consistent with OAR 410-141-300, OHP Prepaid Health Plan Member Education.
 - (10) Ensure that OMAP Members are treated with the same dignity and respect as non-OMAP members or other patients who receive services from Contractor and its subcontractors and ensure that OMAP Members have rights consistent with OAR 410-141-320, OHP Member Rights and Responsibilities.
 - (11) Maintain sound financial management and generate periodic financial reports and make them available to OMAP consistent with OAR 410-141-340, OHP Prepaid Health Plan Financial Solvency.
- B. Contractor shall maintain protections against insolvency, as specified in the Solvency Plan, which is attached hereto as EXHIBIT A, Solvency Plan, and by this reference incorporated herein. If any of the elements of the Solvency Plan are eliminated, changed or modified in any manner, Contractor shall immediately notify OMAP. Failure to maintain adequate financial solvency, including solvency protections specified in the Solvency Plan, shall be grounds for termination or modification of this Agreement, at OMAP's sole discretion.
- C. Contractor shall ensure provision of the categories of services as indicated in Part I, Section 3.A(1)(a) of this Agreement as defined in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which by this reference is incorporated herein as Attachment 1.
- D. Contractor may perform the above work directly or, subject to the provisions of Part II, Section 22, SUBCONTRACTS/ASSIGNMENTS, through subcontracts or other arrangements with other providers. Regardless of the means utilized by Contractor to

perform such work, Contractor shall remain responsible for its timely and effective performance.

E. Capitated Services

- (1) Contractor's responsibility to provide Capitated Services under Part I, Section 3A(1) of this Agreement is limited to those services that are authorized by Contractor. However, Contractor shall not deny authorization for Capitated Services except as Medically Appropriate, unless the OMAP Member is out of Contractor's Service Area. When the OMAP Member is out of Contractor's Service Area, Contractor may refuse to provide Capitated Services, except for Emergency Services.
- (2) Whenever Contractor or Contractor's participating providers do not directly provide any Capitated Services authorized by Contractor, including Emergency Services, Contractor shall, within the limits of the stop-loss protection obtained from OMAP, if any, pay the provider(s), as necessary, to ensure that neither OMAP nor the OMAP Member receiving such services shall be liable for any costs or charges therefor.

F. Emergency Services

- (1) Contractor's obligation to pay for Emergency Services under Part I, Section 3A(1) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to Covered Services provided by an appropriate source that are needed immediately or appear to be needed immediately because of an injury or sudden illness and the time required to reach Contractor or its subcontractor (or alternatives authorized by Contractor) would have meant risk of permanent damage to the OMAP Member's health. Medically Appropriate Capitated Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OMAP Member to Contractor or its subcontractor or designated alternative is precluded because of risk to the OMAP Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. Contractor is responsible for Medically Appropriate transportation to transfer the OMAP Member to Contractor's care when it can be done without medically harmful consequences. (See OAR 410-123-1060, Definition of Terms, for additional information as it applies to dental services.)
- (2) Contractor has no obligation to pay for Emergency Services unless the provider of such services submits a bill to Contractor within 12 months of the date service was provided.
- (3) If Contractor has a reasonable basis to believe that any Capitated Services that are claimed to be Emergency Services were not in fact Emergency Services,

Contractor may deny payment for such services, provided that, within 90 calendar days of receipt of a claim for payment, Contractor notifies:

- (a) The provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision by requesting an OMAP hearing within 30 calendar days pursuant to OMAP rules.
- (b) The OMAP Member of the decision to deny payment, the basis for that decision, and the OMAP Member's right to contest that decision by requesting an OMAP hearing within 45 calendar days pursuant to OMAP rules.

Contractor shall comply with and implement any OMAP hearing decision, subject to any further rights to appeal.

G. Preventive Care Services

Contractor shall provide Preventive Care Services for OMAP Members in compliance with OAR 410-141-520, Prioritized List of Health Services. Screening and counseling content is based on age and risk factors determined by a comprehensive patient history. All necessary diagnosis and treatment services identified as a result of such screening must be provided by Contractor to the extent such services are Capitated Services. To the extent such services are not Capitated Services, but are Medical Case Managed Services, Contractor must refer the OMAP Member to an appropriate provider and manage and coordinate the services.

For Preventive Care Services provided through any subcontractors (such as Federally Qualified Health Centers, Rural Health Clinics and County Health Departments), Contractor shall ensure that all services provided to OMAP Members are reported to Contractor and are subject to Contractor's Medical Case Management and recordkeeping responsibilities.

H. Triage Services

Contractor's obligation to pay for Triage Services under Part I, Section 3A(2) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to services that could not be obtained from Contractor or its subcontractors.

I. Medical Case Managed Services

Contractor shall coordinate and manage all capitated dental services. Contractor shall document all referrals by Contractor or its subcontractors to other providers, whether or not the services are Capitated Services.

J. Encounter Data

Contractor shall provide OMAP with Encounter Data pursuant to EXHIBIT C, Encounter Claim Minimum Data Set Requirements, which is attached hereto and by this reference incorporated herein.

K. Participation of Suspended or Terminated Providers

The Covered Services provided by the Contractor pursuant to this agreement may not be provided by persons who are currently suspended or terminated from the Oregon Medical Assistance Program. OMAP shall notify Contractor of persons with suspended or terminated status. Contractor shall not refer OMAP Members to such persons and shall not accept billings for services to OMAP Members submitted by such persons.

4. **COVERED SERVICES**

A. Contractor shall have no responsibility under this Agreement to provide or to manage health care and services for OMAP Members unless such services are Covered Services that are Capitated Services or Case Managed Services. Covered Services are those Medically Appropriate services specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, which shall include:

- (1) Diagnostic services.
- (2) Treatment, including ancillary services, that is included in or supports the condition/treatment pairs on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly. At the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in Lines 1 through 565 of the prioritized list of health services.
- (3) Such treatment, including ancillary services, that is specifically approved by OMAP in accordance with OAR 410-141-520 for condition/treatment pairs that are not included in lines 1 through 565 of the prioritized list of health services.

B. Pursuant to State Law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by OMAP in a duly promulgated amendment to OAR 410-141-520. If OAR 410-141-520 is amended at any time during the term of this Agreement, OMAP shall notify Contractor within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon Contractor as of its effective date, without need for any amendment to this Agreement.

OMAP's notice to Contractor shall be sent by certified mail, and entitled "Oregon Health Plan Notice of Change in the Prioritized List of Health Services, dated (date of notice)."

5. CONSIDERATION

- A. In consideration of all work to be performed by Contractor under this Agreement, OMAP shall pay Contractor:

A monthly Capitation Payment for each OMAP Member, beginning with the date of enrollment and ending with the date of disenrollment, or the date the cost of Capitated Services provided to the OMAP Member reaches the deductible of the stop-loss protection provided by OMAP, if any, whichever is earlier. Where the date of enrollment or disenrollment is during mid-month, the Capitation Payment may be prorated.

Service Area: Multnomah, Clackamas, and Washington Counties

\$ 15.46	for OHP Eligibles
\$ 22.39	for PLM Adults
\$ 2.50	for PLM Children
\$ 21.33	for GA Recipients

The above Capitation Payments are calculated according to EXHIBIT B, Calculation of Payments, which is attached hereto and by this reference incorporated herein.

- B. The consideration listed in section A above is the total consideration payable to Contractor for all work under this Agreement.
- C. The Capitation Payment may be changed by amendment to this Agreement pursuant to Part II, section 8 of this Agreement, except that changes in response to revisions in the prioritized list of health services by the Health Services Commission that would have an actuarial impact on Contractor's projected costs greater than 1% or in response to action by the Oregon Legislative Assembly shall be made as follows:
- (1) OMAP shall notify Contractor within 14 days of any changes by the Health Services Commission or the Legislative Assembly that will necessitate a change in the Capitation Payment.
 - (2) OMAP shall prepare and provide to Contractor an amendment to the Agreement. The new Capitation Payment under such amendment shall take effect no earlier than 30 days from the date the amendment is mailed or delivered to Contractor and, in the case of changes resulting from legislative action, no earlier than 60 days following final legislative action.
 - (3) Contractor shall sign any such amendment within 10 working days of receipt of the amendment, or such later date as OMAP may specify. If Contractor fails to sign the amendment within such time period, OMAP may, at its sole discretion, terminate this Agreement effective on the proposed effective date of the amendment or such later date as OMAP may specify.

Any changes in the Capitation Payment shall take effect on the first of the month following the change.

D. Timing of Payments

OMAP shall make Capitation Payments to Contractor by the 10th day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. OMAP shall also send Contractor an enrollment listing by the 5th of the month. If Contractor believes that there are any errors in the remittance advice or enrollment listing, Contractor shall notify OMAP by submitting an adjustment request.

OMAP shall make retroactive Capitation Payments to Contractor for newborns and any OMAP Members erroneously omitted from the enrollment listing. Such payments shall be made to Contractor by the 10th day of the month after OMAP processes the error.

All fee-for-service claims must be billed by Contractor, its subcontractor, or its participating providers directly, all of which must be enrolled with OMAP in order to receive payment. Contractor shall not submit to OMAP any fee-for-service claims for any Capitated Services provided to OMAP Members except when Contractor has purchased OMAP stop-loss protection and the OMAP Member's cost of care is beyond Contractor's stop-loss deductible described in Part I, section 1.

Contractor may submit fee-for-service claims for Covered Services provided to an OMAP Member that are not Capitated Services, or for any health care or services provided to OMAP Recipients who are not enrolled with Contractor or with another contractor when such services are provided. Billing and payment of all fee-for-service claims shall be pursuant to and under OMAP rules.

E. Settlement of Accounts

If an OMAP Member is disenrolled, or if the OMAP Member's stop-loss deductible has been reached, OMAP may recoup or Contractor shall refund to OMAP any Capitation Payments received for the OMAP Member for any period after such date. Where such date occurs during mid-month, the Capitation Payment for that month shall be prorated.

OMAP shall have no obligation to make any payments to Contractor for any period(s) during which Contractor substantially fails to carry out the terms of this Agreement. Any payments received by Contractor from OMAP for such periods, and any other payments received by Contractor from OMAP to which Contractor is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Contractor in accordance with OAR 410-120-1540, or as otherwise permitted by law.

6. TAX COMPLIANCE

By execution of this Agreement, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

7. ORGANIZATION OF THIS AGREEMENT

This Agreement is in two parts, which together with the OMAP Rules cited therein and EXHIBITS A, B, C, D and E, and Attachment 1 constitute the entirety of the Agreement.

8. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

9. CONTRACTOR INFORMATION

Multnomah County
DBA Multicare Dental
426 SW Stark, 8th Floor
Portland, OR 97204

FEDERAL TAX I.D. #: 93-6002309

10. SIGNATURES

CONTRACTOR

MULTNOMAH COUNTY, OREGON

STATE OF OREGON

OFFICE OF MEDICAL ASSISTANCE
PROGRAMS500 Summer St., N.E.
Salem, Oregon 97310-1014

By


Authorized Representative

Beverly Stein

Title Multnomah County Chair

Date September 22, 1994

By

Authorized Representative

Date

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

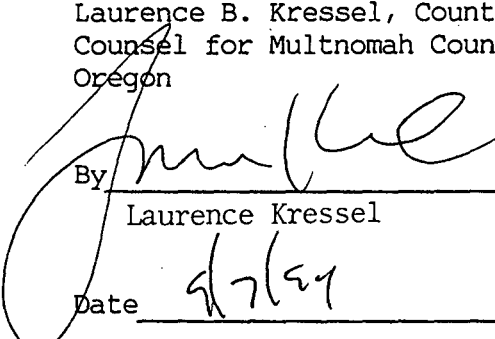
AGENDA # C-10 DATE 9/22/94

DEB BOGSTAD

REVIEWED: BOARD CLERK

Laurence B. Kressel, County
Counsel for Multnomah County,
Oregon

By


Laurence Kressel

Date

9/26/94

Reviewed by OMAP Contracts Manager

Reviewed by OMAP Managed Care Program
Manager

Reviewed by OMAP Assistant Director

Approved as to Legal Sufficiency:

Assistant Attorney General

Associate Regional Administrator
Division of Medicaid
Health Care Financing Admin., Region 10
Dept. of Health & Human Services

PART II

1. INTERPRETATION/ADMINISTRATION OF AGREEMENT

- A. OMAP may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to the Agreement over any exhibits or attachments. In the event that OMAP needs to look outside of this Agreement, exhibits and attachments for purposes of interpreting its terms, OMAP shall consider the following sources in the order listed:
- (1) The Grant Award Letter from the Health Care Financing Administration (HCFA) for operation of the Oregon Reform Demonstration (Oregon Health Plan Medicaid Demonstration Project), including all special terms and conditions and waivers.
 - (2) The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the Oregon Health Plan Medicaid Demonstration Project.
 - (3) The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by OMAP to implement the Oregon Health Plan program.
 - (4) Other applicable Oregon statutes and DHR administrative rules concerning the Medical Assistance Program under prepaid capitated plans.
- B. If Contractor believes that any provision of this Agreement, or OMAP's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP in writing immediately.
- C. Contractor shall have a right to appeal any OMAP actions or decisions concerning the interpretation of this Agreement, or Contractor's responsibilities thereunder, pursuant to OAR 410-120-780 through 410-120-1060.

2. PREPAID HEALTH PLAN ADMINISTRATIVE RULES

Contractor shall comply with all duly promulgated OMAP Rules in OAR Chapter 410, whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement. This includes those rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141.

Contractor shall comply with OAR 410-120-040, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.650, Patient Self-Determination Act. Contractor shall use Oregon Department of Consumer and Business Services approved forms to record compliance with this requirement.

Contractor shall comply with OAR 410-130-580, Sterilizations, which requires use of federally approved consent to sterilization forms and procedures. Contractor shall make available all required forms and documentation upon request by OMAP.

Contractor shall comply with OAR 410-130-561, Hysterectomies, which requires physician certification that certain procedures have been followed. Contractor shall make available all required certifications and documentation upon request by OMAP.

3. IDENTIFICATION CARDS

Contractor may issue identification cards to OMAP Members, if mutually agreed in writing by OMAP and Contractor. Such identification cards shall be for Contractor's convenience only and shall confer no rights to services or other benefits under this Agreement. To be entitled to such services or benefits, the holder of the card must, in fact, be an OMAP Member and be entitled to a valid OMAP Medical Card.

4. ENROLLMENT/DISENROLLMENT

- A. Enrollment is the process by which the Department of Human Resources (DHR) signs on with a particular contractor those individuals who have been determined to be eligible for services under the Oregon Health Plan Medicaid Demonstration Project. DHR shall sign on such individuals with the contractor selected by the individual unless, pursuant to OAR 410-141-060, DHR assigns the person to a contractor because the individual failed to select a contractor. Contractor shall have an open enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on by DHR, unless OMAP and Contractor have jointly closed enrollment with Contractor because Contractor's maximum enrollment limit has been reached.

A period of open enrollment shall commence on the first day of the month after the month in which OMAP determines that Contractor has

18,000 or less OMAP Members enrolled for Multnomah, Washington and Clackamas Counties, and so notifies Contractor.

Enrollment shall remain continuously open thereafter until the first day of the month after the month in which OMAP determines that Contractor has at least

22,000 OMAP Members enrolled for Multnomah, Washington and Clackamas Counties.

Contractor shall have not less than 30 continuous days of open enrollment every Agreement Year regardless of Contractor's maximum enrollment limit specified in Part I, Section 1, Status of Contractor, and Contractor's actual enrollment.

Contractor may not discriminate in coverage or enrollment against any eligible individual on the basis of health status or need for health services.

Contractor shall allow each OMAP Member to choose his or her individual primary care practitioner to the extent choice is available.

- B. An individual becomes an OMAP Member for purposes of this Agreement as of the date of enrollment with Contractor, and as of that date, Contractor shall provide all services to such individual as required by the terms of this Agreement. If Contractor reaches Contractor's maximum enrollment limit, Contractor shall so notify OMAP so that OMAP may limit or restrict further enrollment with Contractor.
- C. The date of enrollment with Contractor shall be the first of the month in which the individual is signed on by DHR with Contractor, except:
- (1) For newborns, whose mother was signed on at the time of birth, the date of enrollment shall be the newborn's date of birth.
 - (2) For persons other than newborns who are hospitalized on the date the individual is signed on by DHR with Contractor, the date of enrollment shall be the first of the month after the date the individual is discharged from inpatient hospital services.
 - (3) For persons who are reenrolled within 30 days of disenrollment, the date of enrollment shall be the date specified by OMAP which may be retroactive to the date of disenrollment.
 - (4) For adopted children or children placed in an adoptive placement, the date of enrollment shall be the date specified by OMAP.

D. Disenrollment

An individual is no longer an OMAP Member for purposes of this Agreement as of the effective date of the individual's disenrollment from Contractor, and as of that date, Contractor is no longer required to provide services to such individual by the terms of this Agreement.

An OMAP Member may be disenrolled from Contractor as follows:

- (1) If requested by the OMAP Member, DHR may disenroll the OMAP Member in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. The effective date of disenrollment when requested by an OMAP Member shall be the first of the month following DHR's approval of disenrollment.

- (2) If requested by Contractor because the OMAP Member refuses to accept treatment, refuses to follow guidelines, is unruly or abusive to others, threatens or commits an act of physical violence, or has permitted the use of his or her OMAP Medical Card by another person, or used another person's Medical Card or otherwise misused the Oregon Health Plan Medicaid Demonstration Project, DHR may disenroll the OMAP Member and other individuals in the OMAP Member's benefit group in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. Contractor shall not request disenrollment of an OMAP Member because of an adverse change in the OMAP Member's health or a need for health services. The effective date of disenrollment when requested by Contractor shall be the date specified by OMAP, subject to any appeal by the OMAP Member.
- (3) If requested by Contractor, in accordance with OAR 410-141-080, Oregon Health Plan Disenrollment from Prepaid Health Plans, because the OMAP Member is abusive to others or threatens or commits an act of physical violence and OMAP approves the request for disenrollment, all OMAP Members of the enrolled Benefit Group, as defined in OAR 461-110-110, may be disenrolled. The effective date of disenrollment shall be the date of Contractor's request for disenrollment, subject to any appeal by the OMAP Member.
- (4) If OMAP determines that the OMAP Member has sufficient Third Party Resources such that health care and services should be provided on a fee-for-service basis instead of on a prepaid capitated basis, DHR may disenroll the OMAP Member. The effective date of disenrollment shall be specified by OMAP and shall be the first of the month after OMAP determines the OMAP Member should be disenrolled except that OMAP may specify a retroactive effective date of disenrollment if the OMAP Member's third party coverage is through Contractor. If the OMAP Member appeals the disenrollment, all OMAP Members of the enrolled Benefit Group will remain enrolled in the Prepaid Health Plan until the appeal has been adjudicated.
- (5) If the OMAP Member has exhausted Contractor's nursing facility benefit and the OMAP Member remains in a nursing facility, the effective date of disenrollment shall be the day after the nursing facility benefit is exhausted, which may be retroactive.
- (6) If the OMAP Member moves out of Contractor's Service Area(s), the effective date of disenrollment shall be the date specified by OMAP, which may be retroactive up to one month prior to the month OMAP notifies Contractor.
- (7) If the OMAP Member is no longer eligible under the Oregon Health Plan Medicaid Demonstration Project, the effective date of disenrollment shall be the date specified by OMAP.

- (8) If the OMAP Member dies, the effective date of disenrollment shall be the date of death.

If DHR disenrolls an OMAP Member retroactively, any Capitation Payments received by Contractor after the effective date of disenrollment shall be an overpayment, which may be offset by any fee-for-service payments to which Contractor would be entitled under OMAP Rules for any Covered Services provided by Contractor to that OMAP Member after the effective date of disenrollment.

5. THIRD PARTY RESOURCES

- A. Contractor shall notify OMAP within 30 calendar days from the time that Contractor learns that an OMAP Member might have Third Party Resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to Contractor, such as the OMAP Member's policy number, dates of coverage, etc.
- B. Contractor may require OMAP Members to cooperate in securing Third Party Resources other than liability insurance, and, to the extent permitted by law, Contractor shall, when cost effective, collect such resources without regard to any payments received by Contractor under this Agreement. Contractor's collection of Third Party Resources is taken into consideration by OMAP in determining the Gross Capitation Rate.
- C. Contractor shall be responsible for maintaining records in such a manner so as to ensure that all monies collected from Third Party Resources on behalf of OMAP Members may be identified and reported to OMAP. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement.

6. MARKETING

Contractor shall obtain prior written approval from OMAP for all marketing activities directed to OMAP Recipients. Contractor shall provide to OMAP, for approval prior to use, the form and content of all written materials, including but not limited to public information releases and other informational material, pertaining to this Agreement. Contractor shall cooperate in developing a comprehensive explanation of the services available from Contractor under this Agreement.

Contractor shall ensure that OMAP Recipients are not intentionally misled about their options by Contractor staff, activities, or materials.

7. OWNERSHIP

Contractor shall notify OMAP of any changes in the ownership of Contractor and provide OMAP with the name(s) and address(es) of all owners of more than 5 percent of Contractor.

8. AMENDMENTS

Except as specifically permitted by this Agreement, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by the parties and signed by the Oregon Department of Justice as approved for legal sufficiency.

9. TERMINATION

A. This Agreement may be terminated under any of the following conditions:

- (1) This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days written notice.

If termination is initiated by Contractor, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Contractor shall promptly provide such disclosure to OMAP upon demand.

- (2) OMAP may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by OMAP, under any of the following conditions:

- (a) If OMAP funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if OMAP expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required by this Agreement.
- (b) If federal or state regulations or guidelines or HCFA waiver terms 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 proposed for payments under this Agreement.
- (c) If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (d) If OMAP determines that the health or welfare of OMAP Members is in jeopardy should this Agreement continue.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date when the obligations or liabilities result from

Contractor's failure to provide for termination of, or right to terminate, its commitments.

- (3) OMAP may by written notice of default (including breach of contract) to Contractor terminate the whole or any part of this Agreement under the following conditions:
 - (a) If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof, or
 - (b) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failure within 10 days, or such longer period as OMAP may authorize.

B. In the event of termination of this Agreement, the following provisions apply:

- (1) Contractor shall ensure the orderly and reasonable transfer of OMAP Member care in progress, whether or not those OMAP Members are hospitalized.
- (2) If Contractor continues to provide services to a former OMAP Member after the date of termination, OMAP shall pay Contractor subject to OMAP rules on a fee-for-service basis if the former OMAP Member is an OMAP Recipient and not covered under any other OMAP prepaid plan. If Contractor chooses to provide services to a former OMAP Member who is no longer an OMAP Recipient, OMAP shall have no responsibility to pay for such services.
- (3) All terminations shall include a final accounting of Capitation Payments received and OMAP Members enrolled during the month in which termination is effective and shall be accomplished as follows:
 - (a) Mid-month Termination. For a termination of this Agreement that occurs during mid-month, the Capitation Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Payments for the period of time prior to the date of termination and OMAP shall be entitled to a refund for the balance of the month.
 - (b) Responsibility for Claims. Contractor is responsible for any and all claims from subcontractors or other providers, including Emergency Service providers, for Capitated Services provided prior to the termination date. Contractor shall promptly notify OMAP of any outstanding claims for which OMAP may owe, or be liable for, a fee-for-service payment, which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall

supply OMAP with all information necessary for reimbursement of such claims.

10. FUNDS AVAILABLE AND AUTHORIZED

OMAP certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OMAP's current appropriation or limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon OMAP receiving sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, OMAP may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

11. DUAL PAYMENT

Except as specifically permitted by the Agreement, Contractor shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source including the federal government. Contractor shall immediately report any funds received by Contractor through activities arising under this Agreement.

12. GOVERNMENT STATUS

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon or of any government agency that participates in the Oregon Public Employees' Retirement System. Contractor shall be responsible for any federal or state taxes applicable to payments made under this Agreement. Contractor shall not be eligible for any benefits from contract payments of federal Social Security, unemployment insurance, workers' compensation, or Public Employees' Retirement System, except as a self-employed individual.

13. SUCCESSORS IN INTEREST

The provisions of this Agreement shall not be binding upon or inure to the benefit of Contractor's successors in interest without OMAP's explicit written consent.

14. COMPLIANCE WITH STATE LAWS

Contractor shall comply with the conditions set out in all state and local laws applicable to the work under this contract, including ORS 279.312, 279.314, 279.316, 279.320, and 279.555, see below, which Contractor agrees shall apply to and govern the performance of this contract.

- A. 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:
- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. 279.314 Condition concerning payment of claims by public officers.
- (1) Every public contract shall also contain a clause or condition that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 the contractor by reason of such contract.
 - (2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- C. 279.316 Condition concerning hours of labor.
- (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
 - (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for

individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

- (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.

D. 279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

E. As required by ORS 279.555, in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

F. Notwithstanding any other provisions of this Agreement, including without limitation Part I, sections 5 and 7, Part II, section 8, and Exhibits C and D, Contractor's liability under this Agreement is subject to the limitations of Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. However, Contractor shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit A), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, section 10 of the Oregon Constitution. In the event that Contractor anticipates or determines that its responsibilities under this Agreement might or will violate Article XI, section 10 of the Oregon Constitution, Contractor shall immediately notify OMAP, and OMAP may, in its sole discretion, terminate this Agreement upon notice to Contractor or at some later date specified in the notice.

15. **FORCE MAJEURE**

Contractor shall not be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate

such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving Contractor, care may be deferred until after resolution of the labor dispute except in the following situations:

- (1) Care is needed for an emergency need.
- (2) Care is needed for an urgent need.
- (3) Care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than 60 days.

If a labor dispute disrupts normal execution of Contractor duties under this Agreement, Contractor shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to Contractor's attention.

16. HEADINGS/CAPTIONS

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

17. CONTROLLING STATE LAW/VENUE

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 Marion County, Oregon.

18. 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.

19. WAIVER

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

20. NON-DISCRIMINATION

Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

21. NOTICES

Any notice under this Agreement shall be deemed received the earlier of either the time of delivery or 2 days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:

To the address listed in the section of the Agreement captioned Contractor Information.

If to an OMAP Member:

To the latest address provided for the OMAP Member on an address list, enrollment or change of address form actually delivered to Contractor.

If to OMAP:

OMAP Director
Dept. of Human Resources
500 Summer St. N.E.
Salem, Oregon 97310-1014

22. SUBCONTRACTS/ASSIGNMENTS

- A. Subject to the provisions of this section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to OMAP for the timely and effective performance of its duties and responsibilities under this Agreement.
- B. Contractor shall not enter into any subcontract for performance of any work under this Agreement, or assign or transfer any of its interest in this Agreement or any claims arising therefrom, without OMAP's prior written approval, and subject to such conditions and limitations as OMAP may, in its sole discretion, deem necessary. OMAP may, in its sole discretion, approve model subcontracts provided by Contractor, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent. All subcontracts must meet the following requirements:

- (1) Be in writing and incorporate the applicable requirements of this Agreement, including but not limited to those requirements in Part II, Sections 23 through 28 inclusive.
- (2) Clearly identify the work to be performed by the subcontractor and what of that work, if any, the subcontractor may further subcontract.
- (3) In no way limit or terminate the legal responsibility of Contractor to OMAP. Contractor has primary responsibility to ensure that all work under this Agreement is properly performed in accordance with the contract provisions.
- (4) Ensure that the requirements of 42 CFR Part 434 that are appropriate to the services or activity required under the subcontract are fulfilled.
- (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any OMAP Member for Covered Services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.

C. Unless OMAP waives this requirement in writing upon a showing that such agreements are not feasible, as determined by OMAP, Contractor shall enter into agreements with publicly funded agencies for those agencies to provide, at a minimum, the following services to OMAP Members:

- (1) Immunizations;
- (2) Diagnosis and treatment of sexually transmitted diseases; and
- (3) Diagnosis and treatment of other communicable diseases.

OMAP may, in its sole discretion, approve model subcontracts between Contractor and the publicly funded agency, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent.

23. ACCESS TO RECORDS AND FACILITIES

A. Contractor and its subcontractors shall maintain financial, medical and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records other than medical records shall be retained by Contractor for at least 3 years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later. Retention of medical records is covered in OAR 410-141-180, Medical Recordkeeping.

- B. At all reasonable times, Contractor and its subcontractors shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly authorized representatives the right of access to its facilities and to its financial and medical records that are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and the capacity of Contractor to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- C. Subject to the requirements of 42 CFR Part 431, Subpart F, and ORS 411.320, Contractor and its subcontractors shall not use, release or disclose any information concerning an OMAP Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the OMAP Member, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to OMAP Member records understand and comply with this confidentiality provision.
- D. Contractor shall include the provisions of this section in all subcontracts and ensure that its subcontractors fully comply with these requirements.

24. INDEMNIFICATION

Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, agents or employees under this Agreement. To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of the Tort Claims Act, Contractor against liability for damage to life or property arising from OMAP's activities under this Agreement, provided the State shall not be required to indemnify Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor or its subcontractors.

25. PROFESSIONAL LIABILITY INSURANCE

Contractor shall ensure that all persons and entities performing services under this Agreement, except Oregon Licensed Direct Entry Midwives, for whom professional liability insurance is not required, obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to

30.300, is applicable and imposes lesser limitations, Contractor shall ensure coverage of not less than the amount of \$500,000 per person per incident and \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self-insurance with proof of same to be provided OMAP upon request.

26. TORT CLAIMS

Contractor and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. It is understood, however, that if Contractor subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent contractor of OMAP but may be subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

27. WORKER'S COMPENSATION COVERAGE

Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

28. ADDITIONAL FEDERAL REQUIREMENTS

A. Contractor certifies, to the best of Contractor's knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- (4) Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify OMAP for any damages suffered by OMAP as a result of Contractor's failure to comply with the terms of this certification.
 - (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- B. If the sums payable to Contractor under this Agreement exceed \$100,000, Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).
- C. Contractor shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).
- D. If the sums payable to Contractor exceed \$10,000, Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- E. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:
- All laboratory testing sites providing services under this contract shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- F. Contractor shall comply with all other applicable federal law.

Contractor shall include the provisions of subsections A - D and F of this section in all subcontracts and subsection E when subcontracting with a clinical laboratory.

- G. If Contractor lets any subcontracts, Contractor shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

29. DEFINITIONS

The terms in this Agreement have the same definitions as those terms in OAR 410-120-000 and OAR 410-141-000, except as follows:

- (1) **Agreement Year:** The period of time this Agreement is in effect.
- (2) **Ancillary Services:** Those services not identified by a condition/treatment pair on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, but Medically Appropriate to support a service that is identified by a condition/treatment pair on the list. Ancillary Services are identified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services.
- (3) **Capitated Services:** Those Covered Services included in the categories of medical services that Contractor agrees to provide (see below for definition of "Provide") for a Capitation Payment under this Agreement (see Part I, Section 3A(1) of this Agreement).
- (4) **Capitation Payment:** The amount OMAP pays on a per Member per month basis to Contractor in advance of and as payment for the Member's actual receipt of services.
- (5) **Covered Services:** Those services described in Part I, Section 4, of this Agreement.
- (6) **Dental:**
 - (a) Services necessary to treat the condition(s) and provide the treatment(s) defined as covered under the OHP Benefit Package that are within the scope of practice of a dentist or denturist as defined under State Law, and provided by or under the supervision of a dentist.
 - (b) Dental services are subject to parameters of service limitations, if any, specified in the OHP Dental/Denturist Services provider guide.

- (c) Dental services include those codes used by the actuary to develop the Dental Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (7) **Department of Human Resources (DHR):** The Oregon Department of Human Resources or any of its divisions or offices.
- (8) **Emergency Services:** Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Contractor's obligation to pay for Emergency Services that are received from providers other than Contractor or its subcontractors, is limited by Part I, Section 3.F of this Agreement.
- (9) **Enrollment Year:** A twelve-month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of OMAP Members who reenroll within one calendar month of disenrollment shall be counted as if there were no break in enrollment.
- (10) **Mandatory Services:** Mandatory Services are: Dental
- (11) **Medical Card:** The identification card issued by OMAP upon determination of eligibility for Medical Assistance, specifying the managed care plan or practitioner with which the recipient is enrolled.
- (12) **Medically Appropriate:** Services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:
 - (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
 - (b) Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
 - (c) Not solely for the convenience of an OMAP Member or a provider of the service or medical supplies; and
 - (d) The most effective of the alternative levels of service or medical supplies which can be safely provided an OMAP Member in Contractor's judgment.
- (13) **OMAP Member:** An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT.

- (14) **OMAP Recipient:** Any person properly receiving benefits under one or more of the medical assistance programs administered by OMAP. For purposes of this Agreement all OMAP Recipients must be eligible for services under the Oregon Health Plan Medicaid Demonstration Project.
- (15) **OMAP Rules:** Those administrative rules duly promulgated by OMAP under OAR Chapter 410. OMAP Rules are available in the General Rules and Provider Guides published by OMAP.
- (16) **Provide:** To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OMAP Member.
- (17) **Third Party Resources:** Those payments, benefits or resources available from certain categories of resources, including but not limited to the following:
- (a) Under a federal or state worker's compensation law or plan;
 - (b) For items or services furnished by reason of membership in a prepayment plan;
 - (c) For items or services provided or paid for directly or indirectly by a health insurance plan;
 - (d) For items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as:
 - (A) Veteran's Administration;
 - (B) Armed Forces Retirees and Dependent Act (CHAMPVA);
 - (C) Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS); and
 - (D) Medicare Parts A and B
 - (e) To OMAP members who are eligible for services under another state's Title XIX or state-funded Medical Assistance program; or
 - (f) Through other community resources.
- (18) **Triage Services:** Those services necessary to assess an OMAP Member's condition and to direct the OMAP Member to the most appropriate setting for Medically Appropriate care.
- (19) **Urgent Services:** Covered Services required in order to prevent a serious deterioration of an OMAP Member's health that results from an unforeseen illness or an injury and Covered Dental Services required to alleviate severe pain. Services that can be foreseen are not considered Urgent Services.

EXHIBIT A

Solvency Plan and Financial Reporting

Contractor's financial solvency assurances for OMAP under this Agreement are specified below. Contractor shall provide assurance of solvency through maintenance of the restricted reserve fund as specified in subsection 1., below. Contractor shall provide annual and quarterly utilization and financial information as specified in subsections 2. through 5., below.

1. Contractor shall establish and maintain a restricted reserve fund as follows:
 - a. Contractor shall provide a restricted reserve fund of \$4,640 on or before October 1, 1994.
 - b. No later than 60 calendar days after the end of each calendar quarter:
 - (1) Contractor shall determine its average monthly fee-for-service liability for Capitated Services under this Agreement for the previous calendar quarter using Report A1., Restricted Reserves, attached to this EXHIBIT.
 - (2) Contractor shall adjust its restricted reserve fund to an amount equal to the lesser of a) \$250,000, or b) twice its average monthly fee-for-service liability for Capitated Services.
 - (3) Contractor shall provide OMAP with Report A1., Restricted Reserves and a narrative explanation of its computation of Report A1, Restricted Reserves.
 - A. If OMAP believes that Contractor has incorrectly computed the amount of its restricted reserve fund, OMAP shall, within 30 calendar days of receipt of the information in subsection b(3), above, notify Contractor of the amount that Contractor must maintain as its new restricted reserve fund.

- B. Within 30 calendar days of any notice by OMAP under subsection A, above, Contractor shall either:
 - (1) Adjust its restricted reserve fund to the amount specified by OMAP and provide assurances to OMAP that it is now maintaining that amount as its new restricted reserve fund, or
 - (2) File an appeal in writing that states in detail the reason for the appeal, and shall submit detailed financial records that shall support the alternate amount.
- C. If Contractor files an appeal, the OMAP Director or designee shall issue an appeal decision within 45 calendar days of the receipt of the appeal. That decision shall be binding upon Contractor and not subject to further appeal.
- c. Contractor shall maintain the restricted reserve fund specified in subsection a., above, during the next report quarter.
- d. Contractor shall provide evidence of compliance with this subsection to OMAP within 60 calendar days of the end of each report quarter, by filing Report A1., Restricted Reserves.
- 2. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, Contractor shall provide information on catastrophic expenses of OMAP Members on a quarterly basis. This information shall be provided on Report A2., OMAP Members Approaching or Surpassing Stop-Loss Deductible, attached to this EXHIBIT. This information shall be sent to OMAP within 60 calendar days of the end of the report quarter.
- 3. Contractor shall provide the utilization and enrollment information, using Reports A3. through A6., attached to this EXHIBIT, on a quarterly basis within 60 calendar days of the end of the quarter.

4. Contractor shall provide an annual audited statement of financial information, to include information specified in Reports A7. through A8., attached to this EXHIBIT, within six months of the end of each calendar year(s) that this Agreement is in effect. The first report shall cover the period January 1, 1994 through December 31, 1994. Contractor shall use the definitions in the reports or the current National Association of Insurance Commissioners (NAIC) "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested.

Contractor may provide this information by submitting audited Reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement for Health Maintenance Organizations".

5. Contractor shall provide quarterly statements of financial information, specified in Reports A9. through A12., attached to this EXHIBIT, within 60 calendar days of the end of each quarter during the calendar year(s) that this Agreement is in effect. Contractor shall use the definitions in the reports or the current National Association of Insurance Commissioners (NAIC) "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested.
6. All information to be reported by Contractor under the requirements of this EXHIBIT shall be sent to:

Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer Street N.E.
Salem, OR 97310-1014

SOLVENCY PLAN AND FINANCIAL REPORTING
DEFINITIONS AND REPORTS A1 - A12

SUBMITTAL:

Please submit the General Information and Certification sheet, A1, A2, A3, A4, A5 and A6 on a quarterly basis within 60 calendar days of the end of the calendar quarter.

Please submit A7 and A8 within six months after the end of the calendar year.

Please submit A9, A10, A11 and A12 on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO:

Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer St. NE
Salem, Oregon 97310-1014

If you have any questions or want the reports and definitions on diskette, please call the Financial Reporting Coordinator at (503) 945-6959.

General Definitions

Annual audited statement of financial information - the report containing financial statements and other important information, which is prepared using the NAIC "Annual Statement Instructions for Health Maintenance Organizations" definitions and processes.

Catastrophic expense information - narrative documenting increased incidence in expenses at or over the stop-loss protection level specified in Part I, Section 1 of the OHP Agreement.

Certification - statement signed by Contractor or its representative attesting to the accuracy of the reported information.

Contractor - a Prepaid Health Plan that contracts with OMAP to provide services under the Oregon Health Plan.

Corporate - owned by a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005.

Enrollment Year - A twelve month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of OMAP Members who re-enroll within a calendar month of disenrollment shall be counted as if there were no break in enrollment.

Financial information typically computed on a total corporate business only shall be apportioned to reflect the proportion of corporate business that is reflected by the total OMAP Member capitation payment during the quarter - allocation of financial information by the direct method which allocates costs by departments ignoring any services rendered by department to each other and assumes no reciprocal services exist.

Financial reporting - accounting information used to show significant relationships about the resources belonging to a company and the sources of these resources that facilitates comparisons from period to period and among lines of businesses or companies.

Financial solvency - the collection of resources belonging to a company and the sources of these resources or claims on them at a particular point of time

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

Oregon Health Plan business - activities that Contractor performs that relate to the Medicaid demonstration project called the Oregon Health Plan.

National Association of Insurance Commissioners (NAIC) - an organization which develops standardized procedures and definitions used by the insurance industry.

NAIC "Annual Statement for Health Maintenance Organizations" - the model reporting provisions referred to in ORS 731.493.

NAIC "Annual State Instructions for Health Maintenance Organizations" - the accounting guidelines and annual statement instructions relating to health maintenance organizations published periodically by NAIC.

General Definitions (continued)

NAIC reports #1 through #4 - the model contracting provisions that are labeled NAIC Report #1 Assets, Liabilities and Net Worth; Report #2 Statement of Revenue, Expenses and Net Worth; Report #3 Statement of Cash Flow (Direct Method); Report #4 Enrollment and Utilization Table. These reports by reference include the Notes to the Financial statements and instructions.

Provide quarterly - submitted four times a calendar year with information compiled over three months (i.e., January-March information submitted by May 31st; April-June information submitted by August 31st; July-September information submitted by November 30th; October-December information submitted by February 28th).

Receipt of the appeal - the date that the appeal document is delivered to OMAP, Analysis and Evaluation Subunit and is date-stamped.

Receipt of the information - the date that the information is delivered to OMAP, Analysis and Evaluation Subunit and is date-stamped.

Report period - the period of time the information in each report covers. This period is derived from the requirements found in the OHP Agreement, Exhibit A and Part I, Section 1. Use only those claims paid in the report period. The date a claim is paid is determined by the claims paid date or by the encounter data process date.

Stop-Loss deductible - the amount of stop-loss protection obtained by Contractor to meet the requirement in the OHP Agreement, Part I, Section 1.

Stop-loss protection - protection against catastrophic expenses either provided through OMAP or through another party.

General Information and Certification

I. General Information

A. Contractor _____

B. Address _____

C. Prepared by _____

D. Phone Number _____

II. Certification

I certify that the information provided in these reports is accurate to the best of my knowledge.

Signed _____

Title _____

Date _____

Report A1: Restricted Reserves

General - Contractor must provide the base data used to determine the average monthly fee-for-service liability for Capitated Services if the restricted reserve level in OHP Agreement, Exhibit A, Section 1.a is less than \$250,000.

Adjusted Medical Loss Ratio - the result when Total Medical and Hospital Expenses is divided by Total Revenues adjusted for any subcapitation or salaried medical expenses.

Average Monthly Fee-For-Service Liability for Capitated Services - the cost of health care services that are offered by Contractor to OHP Members that would be owed to creditors in the event of Contractor's insolvency. These are expenditures for health care services for which Contractor is at risk and will vary in type and amount. These services may include out-of-area services, primary care services, referral services, and hospital services.

Determination of the cost is based on the usual and customary fee schedule of Contractor and is developed for the anticipated Capitated Services liability. Anticipated monthly non-service liabilities (such as insolvency insurance, hold harmless contracts liabilities, regulated and non-regulated guarantees liabilities, and other liabilities) are not included.

The fee-for-service liability is based on the medical loss ratio applied to the total capitation payments for OMAP Members in the plan in a month. The medical loss ratio is based on medical claims expenses. Any subcapitation or salaried medical expenses are to be excluded from the unadjusted medical loss ratio. The formula is [(monthly capitation rate*monthly enrollees)*medical loss ratio]. The medical loss ratio may be either adjusted or unadjusted.

Capitation Rate - the amount OMAP pays on a per member per month basis to Contractor in advance of and as payment for the OMAP Member's actual receipt of services.

Detailed financial records - records that are used to develop the average monthly fee-for-service liability for Capitated Services.

Evidence of compliance of restricted reserve maintenance - a copy of the certificate of deposit from the third party holding the restricted reserve funds and a statement showing the level of funds.

All contractors have to show that a restricted account has the amount specified in the OHP Agreement, Exhibit A, Section 1.a. and have to identify the third-party holding the account. A contractor who is a licensed insurance company meeting the requirements of ORS 733.080 does not have to set up a specific OHP Restricted Reserve Account.

Each contractor needs to decide on a financial institution in which to set up the restricted reserve account. Then the contractor applies to the institution. OMAP has developed a model depository agreement that the contractor may use to discuss the restricted reserve with the financial institution. Contact OMAP for a copy of the model agreement.

Initial restricted reserve fund - the restricted reserve fund balance as of the beginning of the report period.

Monthly Enrollees - the number of OMAP Members eligible for full month added to the number of OMAP Members enrolled for less than the full month.

Provide quarterly - submitted four times a calendar year with information compiled over three months (i.e., January-March information submitted by May 31st; April-June information submitted by August 31st; July-September information submitted by November 30th; October-December information submitted by February 28th).

Restricted reserve fund - a fund held by a third party whereby funds are deposited into the account for use only in the event of Contractor's insolvency.

Report A1. RESTRICTED RESERVES

Contractor _____

Report Period _____ through _____

I. Restricted Reserves Level

1. In the Agreement signed between OMAP and Contractor, what level of restricted reserves is identified in the OHP Agreement, Exhibit A, Section 1.a.? _____
 2. Attach a copy of the certificate of deposit from the third party holding the restricted reserve funds and the current statement showing the level of funds and a copy of the depository agreement requiring notification to OMAP of fund withdrawal prior to fund withdrawal.
- II. If the restricted reserve level is less than \$250,000, provide the base data used to determine the average monthly fee-for-service liability for capitated services.

Month in Quarter	Eligibility Category	Capitation Rate	Monthly Enrollees	Medical Loss Ratio	Average Monthly Fee-For-Service Liability for Capitated Services
1st Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
2nd Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
3rd Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
AVERAGE ACROSS THREE MONTHS					

Report A2: OMAP Members Approaching or Surpassing Stop-Loss Deductible

General - Only contractors who chose to obtain stop-loss through OMAP need to fill out this report.

Previous Quarter - the quarter prior to the current report quarter.

Report Quarter - the current report quarter.

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

1. Number of OMAP Members with Costs within 20% of Stop-Loss Deductible - number of OMAP Members whose costs on approved health care claims are between 80 percent and 100 percent of the deductible amount found in the OHP Agreement, Part I, Section 1.

2. Number of OMAP Members with Costs Surpassing Stop-Loss Deductible - number of OMAP Members whose costs on approved health care claims equal or are greater than the deductible amount found in the OHP Agreement, Part I, Section 1.

3. Number of OMAP Members with Costs Greater than \$100,000 - number of OMAP Members whose costs on approved health care claims equal or are greater than \$100,000.

Costs Surpassing Stop-Loss Deductible - an amount computed on the basis of the OMAP fee-for-service rates in effect on the dates of services. These rates are found on the OMAP fee schedule for each HCPCS/CPT code and type of service code.

Report A2. OMAP MEMBERS APPROACHING OR SURPASSING STOP-LOSS DEDUCTIBLE

Contractor _____

Report Period _____ through _____

Only contractors who have chosen to obtain stop-loss through OMAP need to fill out this report.

	Previous Quarter	Report Quarter
1. Number of OMAP Members with Costs within 20% of Stop-Loss Deductible		
2. Number of OMAP Members with Costs Surpassing Stop-Loss Deductible		
3. Number of OMAP Members with Costs Greater than \$100,000		

Report A3: Oregon Health Plan Utilization Overview

Total OMAP Member Months - the sum of the enrollment of OMAP Members in the prepaid health plan for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.

Number of Days - the unduplicated count of the incurred inpatient days paid for the report period.

Incurred Inpatient Days - the number of days spent by an OMAP Member admitted to the hospital before midnight and listed on the following day's census.

Number of OMAP Members - the number of OMAP Members discharged from the inpatient unit.

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

Estimated Rate per 1000 OMAP Members per Year - a calculation determining the rate of service use by dividing the number of health care services which were paid for in the report period by the number of OMAP Member months in the report period and then multiplying that dividend by 1000. The rate per 1000 OMAP Members per year is then determined by using the current quarter's figures and projecting those figures to the anticipated yearly rate.

Total Medical Cost - the total medical expenses less copayments, coordination of benefits (COB) and subrogation. This amount is the total charges paid. Include all medical costs such as room and board or any other miscellaneous charges.

Per Capita Cost - the total medical expenses less copayments, COB and subrogation divided by the total OMAP Member months in the report period.

1. **Obstetrics** - inpatient hospital unit which provides obstetric, birthing, labor and delivery services. Use services coded with revenue center codes 112, 122, 132, 142 or 152. Only count the mother's utilization.
2. **Nursery** - inpatient hospital unit which provides nursery services other than neonatal intensive care. Use services coded with revenue center codes 170, 171, 172 or 179.
3. **Neonatal Intensive Care** - inpatient hospital unit which provides neonatal intensive care services to neonates and/or babies. Use services coded with revenue center code 175.
4. **Pediatrics** - inpatient hospital unit which provides care for children. Exclude newborns. Use services coded with revenue center codes 113, 123, 133, 143 or 153.
5. **Medical/Surgical** - inpatient hospital unit that provides general medical/surgical services. Use either services coded DRG 001-369, 392-423, 439-503 or with revenue center codes 110, 111, 120, 121, 130, 131, 140, 141, 150, or 151.
6. **Intensive Care** - inpatient hospital unit that provides intensive care, critical care or a combination of intensive/critical care services. Use services coded with revenue center codes 200, 201, 202, 203, 204, 206, 207, 208, or 209.
7. **Other** - all other inpatient hospital units not described above that provide medical/surgical, rehabilitative, or other inpatient services. Use services coded with revenue center codes 114, 115, 117, 118, 119, 124, 125, 126, 127, 128, 129, 134, 135, 136, 137, 138, 139, 144, 145, 146, 147, 148, 149, 154, 155, 156, 157, 158, 159, 160, 164, 167, 169, 210, 211, 212, 213, 214, 219, 235, or the 65x series. Include information for those members with the global packaging, non-standard revenue center codes of 100 or 109. Do not include the 72x revenue center codes.
8. **Total** - the summary calculation for each of the five columns in the table: total number of days, total number of OMAP Members, estimated rate per 1000 OMAP Members per year for inpatient services, the total medical cost, and the total per capita cost. See definitions above for clarification.

Report A3. OREGON HEALTH PLAN UTILIZATION OVERVIEW

Contractor _____

Report Period _____ through _____

I. Inpatient Utilization**A.** Report the total OMAP Member months during the report period. _____**B.** Provide the number of inpatient days, the number of OMAP Members incurring the inpatient days, the estimated rate per 1000 OMAP Members per year, the total medical cost, and the total per capita cost.

Inpatient Unit	Number of Days	Number of OMAP Members	Estimated Rate per 1000 OMAP Members per Year	Total Medical Cost	Per Capita Cost
1. Obstetrics					
2. Nursery					
3. Neonatal Intensive Care					
4. Pediatrics					
5. Medical/Surgical					
6. Intensive Care					
7. Other Units					
8. TOTAL					

Report A3: Oregon Health Plan Utilization Overview (continued)

Number - the unduplicated count of either a visit or a dispensing.

9. Emergency Room Visits - OMAP Member face-to-face contact with a health care practitioner in the area in a hospital dedicated to providing emergency services. These are outpatient hospital services. Do not report emergency room visits if the OMAP Member was admitted directly to inpatient care from the emergency room. Report visits coded with revenue center codes 450 or 459. If visit is coded with revenue center code 510 and physician CPT code 99281-99285, count that visit as an emergency room visit.

10. Total Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided at least one OHP-covered service. Services are defined by 1) CPT4 Codes equalling 90000-90080, 99201-99215, 99381-99429, and 99432; or 2) HCPCS code equalling 1000N, 1010N, 1015N, 1020N, 1030N, 1040N, 1050N, 1060N, 1070N, 1080N, A2000, M0009 or Y0005; or 3) contact where provider is a Rural Health Clinic, a Federally Qualified Health Center, an Indian Health Care Center or a Public Clinic. Includes visits reported on Line 11 and Line 12. Include visits that would be billed to OMAP, in a fee-for-service environment, using the provider number of an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, a physician assistant or a nurse practitioner.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

11. Primary Care Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided services performed by a primary care practitioner or by his or her staff in which the practitioner supervises, coordinates, and provides care within his or her scope of practice. Other services include initiating referrals for care outside his or her scope of practice, consultations and specialist care, and assuring the continuity of medically necessary patient care.

Primary Care Physicians are physicians whose practice type is Family Practice, General Practice, Internal Medicine, Pediatrics, or Obstetrics/Gynecology.

12. Specialist Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided services performed by a physician other than a primary care practitioner. Under most circumstances, these services would be performed by physicians to whom the OMAP Member has been referred by his or her primary care practitioner. Ancillary services (defined in OAR 410-141-480) should not be included here.

13. Dental Office Visits - face-to-face contacts during which an OMAP Member was provided dental services, including routine dental care, dental case management and emergency dental services provided as Capitated Services under the Oregon Health Plan. Only count visits. Do not count number of services provided during a face-to-face contact.

14. Prescription Drug Dispensings - drug prescriptions filled, including over-the-counter drugs. Only report covered services, including drugs. "Over-the-counter" drugs are a covered service if medically indicated for a covered condition/treatment pair.

Report A3. OREGON HEALTH PLAN UTILIZATION OVERVIEW (continued)

Contractor _____

Report Period _____ through _____

- II. Indicate the number of visits or dispensings, the number of OMAP Members incurring that claim, the estimated rate per 1000 OMAP Members per year, the total medical cost, and the per capita cost.

	Number	Number of OMAP Members	Estimated Rate per 1000 OMAP Members per Year	Total Medical Cost	Per Capita Cost
9. Emergency Room Visits					
10. Total Physician Office Visits					
11. Primary Care Physician Office Visits					
12. Specialist Physician Office Visits					
13. Dental Office Visits					
14. Prescription Drug Dispensings					

Report A4: OHP Dental Service Utilization

Number - the unduplicated count of the variable.

- 1. OMAP Members at Quarter-End** - the number of OMAP Members Contractor was capitated for in last month of the report period.
- 2. OMAP Members Eligible for Full Quarter** - the number of individual OMAP Members who were enrolled with Contractor for all months of the report period.
- 3. Unduplicated OMAP Members During Quarter** - the number of OMAP Members eligible for full quarter added to the number of OMAP Members enrolled for less than the full report period.
- 4. OMAP Member Months in Quarter** - the sum of the enrollment with Contractor for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.
- 5. OMAP Member Dental Visits** - total number of face-to-face contacts during which the OMAP Member was provided dental services, including routine dental care, dental case management and emergency dental services provided as Capitated Services under the Oregon Health Plan. Only count visits. Do not count number of services provided during a face-to-face contact.
- 6. OMAP Members Receiving Preventive Services** - number of OMAP Members who received one or more preventive dental services in the report period.

Preventive Dental Services - diagnostic and preventive dental procedure codes defined on pp. 27-29 of the Dental/Denturist Guide (2/1/94). Use American Dental Association Dental Procedures and Nomenclature (CDT-1) procedure codes 00110, 00120, 00130, 00210, 00220, 00230, 00240, 00250, 00260, 00270, 00272, 00274, 00290, 00310, 00320, 00321, 00322, 00330, 00340, 00415, 00501, 00502, 01110, 01120, 01201, 01203, 01351, 01510, 01515, 01520, 01525, or 01550.

- 7. OMAP Members Receiving Corrective Services** - number of OMAP Members who received at least one corrective dental service in the report period.

Corrective Dental Services - dental procedure codes defined on pp. 30-45 of the Dental/Denturist Guide (2/1/94). Use CDT-1 procedure codes 02110 through 09999.

- 8. OMAP Members Receiving Both Preventive and Corrective Services** - number of OMAP Members who received at least one preventive service and at least one corrective service during the report period. Note: OMAP Members counted here may be the same OMAP Members counted on Line 6 and Line 7.
- 9. OMAP Members Receiving No Services** - number of OMAP Members who received neither preventive nor corrective dental services in the report period.

Report A4. OHP DENTAL SERVICE UTILIZATION

Contractor _____

Report Period _____ through _____

Provide utilization and OMAP Member information for dental services provided during the report period.

	Number
1. OMAP Members at Quarter-End	
2. OMAP Members Eligible for Full Quarter	
3. Unduplicated OMAP Members During Quarter	
4. OMAP Member Months in Quarter	
5. OMAP Member Dental Visits	
6. OMAP Members Receiving Preventive Services	
7. OMAP Members Receiving Corrective Services	
8. OMAP Members Receiving Both Preventive and Corrective Services	
9. OMAP Members Receiving No Services	

REPORT A5: OHP Office Visit and Delivery Statistics

Number - the unduplicated count of the variable.

1. **OMAP Members at Quarter-End** - the number of OMAP Members Contractor was capitated for in last month of the report period.
2. **OMAP Members Eligible for Full Quarter** - the number of individual OMAP Members who were enrolled with Contractor for all months of the report period.
3. **Unduplicated OMAP Members During Quarter** - the number of OMAP Members eligible for full report period added to the number of OMAP Members enrolled for less than the full report period.
4. **OMAP Member Months in Quarter** - the sum of the enrollment with Contractor for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.
5. **OMAP Member Office Visits** - OMAP Member face-to-face contact with physician during which the OMAP Member was provided at least one OHP-covered service. Services are defined by 1) CPT4 Codes equalling 90000-90080, 99201-99215, 99432, 99381-99397, 99401-99429 and 99432; or 2) HCPCS code equalling 1000N, 1010N, 1015N, 1020N, 1030N, 1040N, 1050N, 1060N, 1070N, 1080N, A2000, M0009 or Y0005; or 3) contact where provider is a Rural Health Clinic, a Federally Qualified Health Center, an Indian Health Care Center or a Public Clinic.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

6. **OMAP Members Receiving Primary Care Services, including Preventive Services** - number of OMAP Members who received at least one primary care service during the report period.

Primary Care Services - services performed by a primary care practitioner or by his or her staff in which the practitioner supervises, coordinates, and provides care within his or her scope of practice. Other services include initiating referrals for care outside his or her scope of practice, consultations and specialist care, and assuring the continuity of medically necessary patient care.

Preventive Services - Services performed that may prevent the occurrence of a future medical problem. These services include routine evaluation and management of adults and children when these services are performed in the absence of patient complaints, risk factor reduction interventions or immunization. Preventive Services are defined by 1) CPT codes 99381 through 99387, 99401-99429, 90700-90749, 99381-99397, and 99432 or 2) if provider type is CR, DC, DS, IH, MD, ND, NP, or PB and ICD9 diagnosis code is 779.8, 799.9, V01-V07.9, V10-V19.8, V41-V41.9, V60-V65.9, V70, V70.0, V70.9, V71, V71.1-V72.3, V72.8-V72.9, V73-V78.9 or V80-V82.9.

7. **OMAP Members Receiving Specialist Services** - Number of OMAP Members who received at least one service from a specialist physician during the report period.

Specialist Services - Services performed by a physician other than a primary care practitioner. Under most circumstances, these services would be performed by physicians to whom the OMAP Member has been referred by his or her primary care practitioner. Ancillary services (defined in OAR 410-141-480) should not be included.

8. **OMAP Members Receiving Both Primary and Specialist Services** - number of OMAP Members who received at least one primary care service and at least one specialist service during the report period. OMAP Members counted here may also be counted on Line 6 and Line 7.

9. **OMAP Members Receiving No Services** - number of OMAP Members who did not receive any services during the report period.

Report A5. OHP OFFICE VISIT AND DELIVERY STATISTICS

Contractor _____

Report Period _____ through _____

I. General Office Utilization

Report the medical utilization of OMAP Members during the report period.

	Number
1. OMAP Members at Quarter-End	
2. OMAP Members Eligible for Full Quarter	
3. Unduplicated OMAP Members During Quarter	
4. OMAP Member Months in Quarter	
5. OMAP Member Office Visits	
6. OMAP Members Receiving Primary Care Services, including Preventive Services	
7. OMAP Members Receiving Specialist Services	
8. OMAP Members Receiving Both Primary and Specialist Services	
9. OMAP Members Receiving No Services	

Report A5: OHP Office Visit and Delivery Statistics (continued)

10. OMAP Members Receiving Preventive Services by Age Groups: less than 1 year, 1-4 years, 5-9 years, 10-14 years, 15-19 years, 20-44 years, 45-64 years, 65+ years and Total - number of OMAP Members categorized by census age cohorts who received at least one preventive service.

11a. Normal Deliveries - deliveries resulting in births billed 1) with ICD9 diagnosis codes 640 series, 642.31, 643 series, 644.21, 645.01, 646 series, 648 series, or 650-676 series with no complicating operating room procedures or 2) with CPT4 codes 59400-59414 and no additional CPT4 codes ranging from 10040-58999 and from 60000-99199 or 3) with DRG code 373.

11b. Cesarean Section - deliveries resulting in births billed 1) with ICD9 procedure codes 74-74.99 or CPT4 codes 59510-59525 or 2) with DRG code 370 or 371.

11c. Other - deliveries resulting in births billed with: 1) DRG code 374 and ICD9 procedure codes 74.0, 74.1, 74.2, 74.4, 74.99; or 2) DRG code 375 and ICD procedure codes 38.7, 39.98, 39.99, 40.24, 40.3, 48.79, 49.46, 54.11, 54.21, 66.62, 67.1, 67.2, 67.3, 67.62, 68.0, 68.3, 68.4, 68.5, 68.6, 68.7, 68.9, 69.11, 69.41, 69.49, 69.95, 70.12, 70.23, 70.29, 70.32, 71.22, 71.23, 71.24, 71.29, 73.94, 74.3, 75.36, 75.52, 75.93, 75.99; or 3) DRG code 372 and complicating principal or secondary diagnosis codes in the 641-642 series, 647-648 series, 659.31, 666-675 series or complicating operating room ICD9 procedure codes: 48.71, 49.59, 67.5, 67.61, 67.69, 70.13, 70.14, 70.24, 70.31, 70.33, 70.71, 70.79, 71.0, 71.1, 71.3, 71.71, 71.79, 73.99, 75.5, 75.51, 75.61; or 4) CPT4 codes 59400-59414 or 59510-59525 and additional CPT4 codes ranging from 10040-58999 and from 60000-99199.

11. Total - the sum of Normal, Cesarean-Section, and Other deliveries.

Report A5. OHP OFFICE VISIT AND DELIVERY STATISTICS (continued)

Contractor _____

Report Period _____ through _____

II. Member Utilization of Preventive Services and Delivery Services

Report the utilization of OMAP Members using preventive services by age group and OMAP Members having deliveries during the report period.

	Number
10. OMAP Members Receiving Preventive Services by Age Group:	
a. Less than 1 year	
b. 1-4 years	
c. 5-9 years	
d. 10-14 years	
e. 15-19 years	
f. 20-44 years	
g. 45-64 years	
h. 65+ years	
TOTAL	
11. Deliveries Performed	
a. Normal	
b. Cesarean-Section	
c. Other	
TOTAL	

Report A6: Current Member Enrollment

General - Use the primary insurance to define which policy type (Group, Medicare, Individual, etc.) is associated with the member. Report the number of members currently enrolled on the last day of the reporting period. Use a client's primary coverage to determine what policies cover that client. That is, if you are their secondary or third party, do not count them as your member.

- 1. Members with Group Policies** - the number of unduplicated members who are enrolled in group policies where the premiums are determined as a group rate. Excludes members counted in other lines.
- 2. Members with Medicare Policies** - the number of unduplicated members who are enrolled in Medicare policies. Excludes members counted in other lines.
- 3. OMAP Members** - the number of OMAP Recipients enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement. Excludes members counted in other lines.
- 4. Medicaid Members Other than OMAP Members** - the number of members whose health care costs are covered by Medicaid but are not OMAP Members. Excludes members counted in other lines.
- 5. Members with Individual Policies** - the number of members whose health care premiums are paid by an individual. Excludes members counted in other lines.
- 6. Other Members** - all other members who do not fall into one of the previous mentioned categories. Excludes members counted in other lines.
- 7. Total Members** - the total number of unduplicated members enrolled with Contractor. If a member is covered by more than one program, that member should only be counted once.

Report A6. CURRENT MEMBER ENROLLMENT

Contractor _____

Report Period _____ through _____

Provide general membership information for your corporate business.

	Number
1. Members with Group Policies	
2. Members with Medicare Policies	
3. OMAP Members	
4. Medicaid Members other than OMAP Members	
5. Members with Individual Policies	
6. Other Members	
7. TOTAL MEMBERS	

Report A7: Audited Yearly Balance Sheet of Corporate Totals

Audited - the process whereby a statement is certified by the inclusion of the statement of a qualified health maintenance organization actuary setting forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items in accordance with the description of Actuarial Certification found on page 5-8 of the NAIC "Annual Statement Instructions, Health Maintenance Organization".

Yearly - submitted within six months of the end of the calendar year with financial information compiled from January 1 through December 31st (i.e., submitted by June 30th).

Corporate Total - total financial information for a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005. Any prepaid health plan not a corporation must report its total prepaid health plan business in the column labeled Corporate Total.

Balance Sheet - a financial statement that shows the financial position of a business at a particular date that has been developed according to NAIC standards. Report only covered liabilities. Use statutory accounting rules found in Insurance Code Chapter 733.

1. **Cash and Cash Equivalents** - cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 days or less from date of purchase.
2. **Short-Term Investments** - investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Premiums Receivable** - gross amounts collectible from premiums receivable (groups or individuals who receive services from Contractor, less the amount accrued for premiums determined to be uncollectible), from investment income (income earned on investments but not received), and health care receivables (other sources, less the amounts accrued for receivables determined to be uncollectible during the period).
4. **Investment Income Receivables** - income earned on investments but not received
5. **Health Care Receivables** - gross amounts collectible from other sources, less the amount accrued for receivables determined to be uncollectible during the period. Includes fee-for-service, COB, subrogation, copayments, reinsurance recoveries and non-affiliated provider receivables.
6. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
7. **Other Current Assets** - other current assets, such as aggregate write-ins for current assets found on NAIC Report #1.
8. **TOTAL CURRENT ASSETS** - the sum of Line 1 through Line 7.
9. **Restricted Cash and Other Assets** - assets restricted for statutory insolvency requirements held for contract, reserves including cash, securities, receivables, etc.
10. **Long-Term Investments** - investments with a maturity longer than one year from date of purchase or no stated maturity date.
11. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
12. **Other Assets** - other assets, such as aggregate write-ins for other assets found on NAIC Report #1.
13. **TOTAL OTHER ASSETS** - the sum of Line 9 through Line 12.
14. **Land, Building and Improvements** - real estate owned by Contractor, buildings owned by Contractor, improvements made to Contractor-owned buildings, and building or improvements in progress or under construction.
15. **Furniture and Equipment** - medical equipment, office equipment, computer hardware and software (where permitted), and furniture owned by Contractor.
16. **Leasehold Improvements** - improvements to facilities not owned by Contractor. Provide gross amount, less amortization.
17. **Other Property and Equipment** - other tangible, fixed assets of a long-term nature used in the continuing operation of the business, including land, building, building improvements, furniture, equipment and leasehold improvements not included above.
18. **TOTAL PROPERTY AND EQUIPMENT** - the sum of Line 14 through Line 17.
19. **TOTAL ASSETS** - the sum of Line 8, Line 13, and Line 18.

Report A7. AUDITED YEARLY BALANCE SHEET OF CORPORATE TOTALS

Contractor _____

Report Period _____ through _____

		Corporate Total
CURRENT ASSETS	1. Cash and Cash Equivalents	
	2. Short-Term Investments	
	3. Premiums Receivable	
	4. Investment Income Receivables	
	5. Health Care Receivables	
	6. Amounts Due from Affiliates	
	7. Other Current Assets	
8. TOTAL CURRENT ASSETS		
OTHER ASSETS	9. Restricted Cash and Other Assets	
	10. Long-Term Investments	
	11. Amounts Due from Affiliates	
	12. Other Assets	
13. TOTAL OTHER ASSETS		
	14. Land, Building and Improvements	
	15. Furniture and Equipment	
	16. Leasehold Improvements	
	17. Other Property and Equipment	
18. TOTAL PROPERTY AND EQUIPMENT		
19. TOTAL ASSETS		

Report A7: Audited Yearly Balance Sheet of Corporate Totals (continued)

20. **Accounts Payable** - short-term monetary amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.

21. **Claims Payable** - claims reported and booked as payables and IBNR claims.

IBNR - incurred but not reported losses is an estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.

22. **Accrued Medical Incentive Pool** - liability for arrangements whereby Contractor agrees to share utilization savings with Individual Practice Associations, physician groups, or other providers.

23. **Unearned Premiums** - revenue received in advance for which services have not been performed during the current accounting period.

24. **Loans and Notes Payable** - the principal amount on loans due within one year.

25. **Amounts Due to Affiliates** - any payable to an affiliate, including items which would be otherwise reported on other lines.

26. **Other Current Liabilities** - current liabilities not included in the current liabilities categories listed above.

27. **TOTAL CURRENT LIABILITIES** - the sum of Line 20 through Line 26.

28. **Loans and Notes Payable** - loans and notes signed by Contractor, not including current portion payable, that are of a long-term nature (liquidation not expected to occur within one year of the date of the statement).

29. **Amounts Due to Affiliates** - any payable to an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. This line includes items which would otherwise be reported on other lines.

30. **Other Liabilities** - other liabilities not included in the liabilities categories listed above.

31. **TOTAL OTHER LIABILITIES** - the sum of Line 28, Line 29, and Line 30.

32. **TOTAL LIABILITIES** - the sum of Line 27 and Line 31.

33. **Common Stock** - the residual interest in the asset of the stock which represents the most basic rights to ownership of a corporation. It should equal the par value per share multiplied by the number of issued shares or in the case of no-par shares, the total stated value.

34. **Preferred Stock** - the residual interest in the asset of stock that has some preference over common stock, usually including dividends; should equal the par value per share multiplied by the number of issued shares, or in the case of no-par shares, the total stated or liquidation value.

35. **Paid in Surplus** - the gross amount of paid in and contributed surplus without reduction of account of commissions or other expenses in connection with such transactions, but reduced by a distribution declared and paid as a return of such surplus.

36. **Contributed Capital** - capital donated to nonprofit organization.

37. **Surplus Notes** - notes that qualify as equity; also called subordinated debt or debentures. Include accrued interest on surplus notes.

38. **Contingency Reserves** - reserves held for contingency purposes as defined in state statutes and regulations.

39. **Retained Earnings/Fund Balance** - the undistributed and unappropriated amount of surplus.

40. **Other Net Worth** - other net worth items not reported on any other lines.

41. **TOTAL NET WORTH** - the sum of Line 33 through Line 40.

42. **TOTAL LIABILITIES AND NET WORTH** - the sum of Line 32 and Line 41.

Report A7. AUDITED YEARLY BALANCE SHEET OF CORPORATE TOTALS (continued)

Contractor _____

Report Period _____ through _____

		Corporate Total
CURRENT LIABILITIES	20. Accounts Payable	
	21. Claims Payable	
	22. Accrued Medical Incentive Pool	
	23. Unearned Premiums	
	24. Loans and Notes Payable	
	25. Amounts Due to Affiliates	
	26. Other Current Liabilities	
27. TOTAL CURRENT LIABILITIES		
OTHER LIABILITIES	28. Loans and Notes Payable	
	29. Amounts Due to Affiliates	
	30. Other Liabilities	
31. TOTAL OTHER LIABILITIES		
32. TOTAL LIABILITIES		
NET WORTH	33. Common Stock	
	34. Preferred Stock	
	35. Paid in Surplus	
	36. Contributed Capital	
	37. Surplus Notes	
	38. Contingency Reserves	
	39. Retained Earnings/Fund Balance	
	40. Other Net Worth	
41. TOTAL NET WORTH		
42. TOTAL LIABILITIES AND NET WORTH		

Report A8: Audited Yearly Statement of Revenue, Expenses and Net Worth

Audited - the process whereby a statement is certified by the inclusion of the statement of a qualified health maintenance organization actuary setting forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items in accordance with the description of Actuarial Certification found on page 5-8 of the NAIC "Annual Statement Instructions, Health Maintenance Organization".

Yearly - submitted within six months of the end of the calendar year with financial information compiled from January 1 through December 31 (i.e., submitted by June 30th).

Corporate Total - total financial information for a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005. Any prepaid health plan not a corporation must report its total prepaid health plan business in the column labeled Corporate Total.

Statement of Revenue, Expenses and Net Worth - statement reporting fully accrued revenues and expenses for the period. Uncovered expenses should be appropriately reported for medical, hospital, and administration.

1. **Premiums** - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums.

2. **Fee-For-Service** - revenue recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages.

3. **Title XVIII-Medicare** - revenue, as a result of an arrangement between Contractor and the Health Care Financing Administration, for services to a Medicare beneficiary.

4. **Title XIX-Other Medicaid** - other Medicaid revenues as a result of other non-capitated arrangements between Contractor and a Medicaid State Agency, for services to a Medicaid beneficiary.

5. **Investment** - income earned from investments, deposits and reserve accounts.

6. **Other Revenues** - other revenues not included in the previous revenue categories.

7. **TOTAL REVENUES** - the sum of Line 1 through Line 6.

8. **Physician Services** - expenses for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals. Exclude expenses for medical personnel time devoted to administrative tasks.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

9. **Other Professional Services** - compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services. Exclude expenses for medical personnel's time devoted to administrative tasks.

10. **Outside Referrals** - expenses for practitioners not under contractual arrangements and for inpatient services outside of plan.

11. **Emergency Room and Out-of-Area** - expenses for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible.

12. **Occupancy, Depreciation and Amortization** - expenses associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services.

13. **Inpatient** - inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Include the cost of skilled nursing and intermediate care facilities.

14. **Incentive Pool and Withhold Adjustments** - adjustments made to expenses that reflect the incentive pool and withhold activity.

15. **Other Medical and Hospital Expenses** - other expenses for medical and hospital services not included in the above categories.

16. **MEDICAL AND HOSPITAL EXPENSES SUBTOTAL** - the sum of Line 8 through Line 15.

17. **Reinsurance Expenses Net of Recoveries** - expenses for reinsurance or "stop-loss" insurance net of recoveries.

REPORT A8. AUDITED YEARLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH

Contractor _____

Report Period _____ through _____

		Corporate Total
REVENUES	1. Premiums	
	2. Fee-For-Service	
	3. Title XVIII-Medicare	
	4. Title XIX-Other Medicaid	
	5. Investment	
	6. Other Revenues	
7. TOTAL REVENUES		
MEDICAL AND HOSPITAL EXPENSES	8. Physician Services	
	9. Other Professional Services	
	10. Outside Referrals	
	11. Emergency Room and Out-of-Area	
	12. Occupancy, Depreciation and Amortization	
	13. Inpatient	
	14. Incentive Pool and Withhold Adjustments	
	15. Other Medical and Hospital Expenses	
16. MEDICAL AND HOSPITAL EXPENSES SUBTOTAL		
	17. Reinsurance Expenses Net of Recoveries	

Report A8: Audited Yearly Statement of Revenue, Expenses and Net Worth (continued)

18. **Copayments** - revenue recognized by Contractor from members on a utilization-related basis for certain health services included in the benefit package.
19. **COB and Subrogation** - income earned from coordination of benefits and subrogation.
20. **DEDUCTIONS SUBTOTAL** - the sum of Line 18 and Line 19.
21. **TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS** - the sum of Line 16 and Line 17 minus Line 20.
22. **Compensation** - all expenses for administrative services including management contracts.
23. **Interest Expense** - interest on loans incurred during the report period.
24. **Occupancy, Depreciation and Amortization** - the amount of depreciation and amortization expense which is directly associated with administrative services including the costs of occupancy to Contractor directly associated with administration. These costs are the costs of using a facility, fire and theft insurance, utilities, maintenance, and lease.
25. **Marketing** - expenses directly related to marketing activities such as advertising, printing, marketing representation compensation and fringe benefits, commissions, broker fees, travel and other expenses allocated to the marketing activities.
26. **Other Administrative Expenses** - other administrative expenses associated with the overall management and operation of Contractor not included in the above categories.
27. **TOTAL ADMINISTRATIVE EXPENSE** - the sum of Line 22 through Line 26.
28. **TOTAL EXPENSES** - the sum of Line 21 and Line 27.
29. **INCOME (LOSS)** - the result of Line 7 minus Line 28.
30. **Extraordinary Items** - a nonrecurring loss that is an unusual event that will not recur in the foreseeable future.
31. **Provision for Federal Income Taxes** - the expense for federal income taxes for the report period.
32. **NET INCOME (LOSS)** - the result of Line 29 minus Line 30 minus Line 31.
33. **Net Worth Beginning of Year** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the beginning of the report period.
34. **Increase (Decrease) in Common Stock** - the change in the net worth of common stock from the last report period to the current report period.
35. **Increase (Decrease) in Preferred Stock** - the change in the net worth of preferred stock from the last report period to the current report period.
36. **Increase (Decrease) in Paid in Surplus** - the change in the net worth of paid in surplus from the last report period to the current report period.
37. **Increase (Decrease) in Contributed Capital** - the change in the net worth of contributed capital from the last report period to the current report period.
38. **Increase (Decrease) in Surplus Notes** - the change in the net worth of surplus notes from the last report period to the current report period.
39. **Increase (Decrease) in Contingency Reserves** - the change in the net worth of contingency reserves from the last report period to the current report period.
40. **Increase (Decrease) in Retained Earnings/Fund Balance** - the change in the net worth of retained earnings/fund balance from the last report period to the current report period.
41. **Other Changes in Other Net Worth Items** - the change in the net worth of other items from the last report period to the current report period.
42. **Net Worth at End of Year** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the end of the report period.

REPORT A8. AUDITED YEARLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH (continued)

Contractor _____

Report Period _____ through _____

		Corporate Total
DEDUCTIONS	18. Copayments	
	19. COB and Subrogation	
20. DEDUCTIONS SUBTOTAL		
21. TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS		
ADMINISTRATIVE EXPENSES	22. Compensation	
	23. Interest Expense	
	24. Occupancy, Depreciation and Amortization	
	25. Marketing	
	26. Other Administrative Expenses	
27. TOTAL ADMINISTRATIVE EXPENSE		
28. TOTAL EXPENSES		
29. INCOME (LOSS)		
OTHER ITEMS	30. Extraordinary Items	
	31. Provision for Federal Income Taxes	
32. NET INCOME (LOSS)		
NET WORTH	33. Net Worth Beginning of Year	
	34. Increase (Decrease) in Common Stock	
	35. Increase (Decrease) in Preferred Stock	
	36. Increase (Decrease) in Paid in Surplus	
	37. Increase (Decrease) in Contributed Capital	
	38. Increase (Decrease) in Surplus Notes	
	39. Increase (Decrease) in Contingency Reserves	
	40. Increase (Decrease) in Retained Earnings/Fund Balance:	
	a. Net Income	
	b. Dividends to Stockholders	
	c. Interest on Surplus Notes	
	d. Change in Non-Admitted Assets	
	e. Other Changes	
	41. Other Changes in Other Net Worth Items	
	42. Net Worth at End of Year	

Report A9: Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity

Oregon Health Plan Activity - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

Balance Sheet - a financial statement that shows the financial position of a business at a particular date developed according to NAIC standards. Report only covered liabilities. Use statutory accounting rules found in Insurance Code Chapter 733.

If separate accounts are not kept for the Oregon Health Plan, balance sheet information for the Oregon Health Plan may be allocated using an estimation procedure. Such a procedure and all assumptions must be disclosed in Notes to Report A9. This estimation procedure must be used throughout the reports. Please be aware that the assumptions underlying the allocation are very important and need to be clearly understood. For example, if Contractor chooses to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), the assumption is that the proportion of liabilities incurred by the Oregon Health Plan line is the same as the proportion of revenue to be gained by the Oregon Health Plan line. That is, 25% of the revenue comes from the OHP line and also 25% of the liability comes from the OHP line. This assumption may or may not be true, but is a reasonable estimation.

1. **Cash and Cash Equivalents** - cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 days or less from date of purchase.
2. **Short-Term Investments** - investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Premiums Receivable** - gross amounts collectible from premiums receivable (groups or individuals who receive services from Contractor, less the amount accrued for premiums determined to be uncollectible), from investment income (income earned on investments but not received), and health care receivables (other sources, less the amounts accrued for receivables determined to be uncollectible during the period):
4. **Investment Income Receivables** - income earned on investments but not received
5. **Health Care Receivables** - gross amounts collectible from other sources, less the amount accrued for receivables determined to be uncollectible during the period. Includes fee-for-service, COB, subrogation, copayments, reinsurance recoveries and non-affiliated provider receivables.
6. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
7. **Other Current Assets** - other current assets, such as aggregate write-ins for current assets found on NAIC Report #1.
8. **TOTAL CURRENT ASSETS** - the sum of Line 1 through Line 7.
9. **Restricted Cash and Other Assets** - assets restricted for statutory insolvency requirements held for contract, reserves including cash, securities, receivables, etc.
10. **Long-Term Investments** - investments with a maturity longer than one year from date of purchase or no stated maturity date.
11. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
12. **Other Assets** - other assets, such as aggregate write-ins for other assets found on NAIC Report #1.
13. **TOTAL OTHER ASSETS** - the sum of Line 9 through Line 12.
14. **Land, Building and Improvements** - real estate owned by Contractor, buildings owned by Contractor, improvements made to Contractor-owned buildings, and building or improvements in progress or under construction.
15. **Furniture and Equipment** - medical equipment, office equipment, computer hardware and software (where permitted), and furniture owned by Contractor.
16. **Leasehold Improvements** - improvements to facilities not owned by Contractor. Provide gross amount, less amortization.
17. **Other Property and Equipment** - other tangible, fixed assets of a long-term nature used in the continuing operation of the business, including land, building, building improvements, furniture, equipment and leasehold improvements not included above.
18. **TOTAL PROPERTY AND EQUIPMENT** - the sum of Line 14 through Line 17.
19. **TOTAL ASSETS** - the sum of Line 8, Line 13, and Line 18.

Report A9. QUARTERLY BALANCE SHEET OF OREGON HEALTH PLAN AND CORPORATE ACTIVITY

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
CURRENT ASSETS	1. Cash and Cash Equivalents		
	2. Short-Term Investments		
	3. Premiums Receivable		
	4. Investment Income Receivables		
	5. Health Care Receivables		
	6. Amounts Due from Affiliates		
	7. Other Current Assets		
8. TOTAL CURRENT ASSETS			
OTHER ASSETS	9. Restricted Cash and Other Assets		
	10. Long-Term Investments		
	11. Amounts Due from Affiliates		
	12. Other Assets		
13. TOTAL OTHER ASSETS			
	14. Land, Building and Improvements		
	15. Furniture and Equipment		
	16. Leasehold Improvements		
	17. Other Property and Equipment		
18. TOTAL PROPERTY AND EQUIPMENT			
19. TOTAL ASSETS			

Report-A9: Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity (continued)

20. Accounts Payable - short-term monetary amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.

21. Claims Payable - claims reported and booked as payables and IBNR claims.

IBNR - incurred but not reported losses is an estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.

22. Accrued Medical Incentive Pool - liability for arrangements whereby Contractor agrees to share utilization savings with Individual Practice Associations, physician groups, or other providers.

23. Unearned Premiums - revenue received in advance for which services have not been performed during the current accounting period.

24. Loans and Notes Payable - the principal amount on loans due within one year.

25. Amounts Due to Affiliates - any payable to an affiliate, including items which would be otherwise reported on other lines.

26. Other Current Liabilities - current liabilities not included in the current liabilities categories listed above.

27. TOTAL CURRENT LIABILITIES - the sum of Line 20 through Line 26.

28. Loans and Notes Payable - loans and notes signed by Contractor, not including current portion payable, that are of a long-term nature (liquidation not expected to occur within one year of the date of the statement).

29. Amounts Due to Affiliates - any payable to an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. This line includes items which would otherwise be reported on other lines.

30. Other Liabilities - other liabilities not included in the liabilities categories listed above.

31. TOTAL OTHER LIABILITIES - the sum of Line 28, Line 29, and Line 30.

32. TOTAL LIABILITIES - the sum of Line 27 and Line 31.

33. Common Stock - the residual interest in the asset of the stock which represents the most basic rights to ownership of a corporation. It should equal the par value per share multiplied by the number of issued shares or in the case of no-par shares, the total stated value.

34. Preferred Stock - the residual interest in the asset of stock that has some preference over common stock, usually including dividends; should equal the par value per share multiplied by the number of issued shares, or in the case of no-par shares, the total stated or liquidation value.

35. Paid in Surplus - the gross amount of paid in and contributed surplus without reduction of account of commissions or other expenses in connection with such transactions, but reduced by a distribution declared and paid as a return of such surplus.

36. Contributed Capital - capital donated to nonprofit organization.

37. Surplus Notes - notes that qualify as equity; also called subordinated debt or debentures. Include accrued interest on surplus notes.

38. Contingency Reserves - reserves held for contingency purposes as defined in state statutes and regulations.

39. Retained Earnings/Fund Balance - the undistributed and unappropriated amount of surplus.

40. Other Net Worth - other net worth items not reported on any other lines.

41. TOTAL NET WORTH - the sum of Line 33 through Line 40.

42. TOTAL LIABILITIES AND NET WORTH - the sum of Line 32 and Line 41.

**Report A9. QUARTERLY BALANCE SHEET OF OREGON HEALTH PLAN AND
CORPORATE ACTIVITY (continued)**

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Total
CURRENT LIABILITIES	20. Accounts Payable		
	21. Claims Payable		
	22. Accrued Medical Incentive Pool		
	23. Unearned Premiums		
	24. Loans and Notes Payable		
	25. Amounts Due to Affiliates		
	26. Other Current Liabilities		
27. TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES	28. Loans and Notes Payable		
	29. Amounts Due to Affiliates		
	30. Other Liabilities		
31. TOTAL OTHER LIABILITIES			
32. TOTAL LIABILITIES			
NET WORTH	33. Common Stock		
	34. Preferred Stock		
	35. Paid in Surplus		
	36. Contributed Capital		
	37. Surplus Notes		
	38. Contingency Reserves		
	39. Retained Earnings/Fund Balance		
	40. Other Net Worth		
41. TOTAL NET WORTH			
42. TOTAL LIABILITIES AND NET WORTH			

Report A10: Quarterly Statement of Revenue, Expenses and Net Worth

Oregon Health Plan Activity - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

Statement of Revenue, Expenses and Net Worth - statement reporting fully accrued revenues and expenses for the period. Uncovered expenses should be appropriately reported for medical, hospital, and administration.

If separate accounts are not kept for the Oregon Health Plan, revenue, expenses and net worth information for the Oregon Health Plan may be allocated using an estimation procedure. Such a procedure and all assumptions must be disclosed in Notes to Report A10. This estimation procedure must be used throughout the reports. Please be aware that the assumptions underlying the allocation are very important and need to be clearly understood. For example, if Contractor chooses to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), the assumption is that the proportion of liabilities incurred by the Oregon Health Plan line is the same as the proportion of revenue to be gained by the Oregon Health Plan line. That is, 25% of the revenue comes from the OHP line and also 25% of the liability comes from the OHP line. This assumption may or may not be true, but is a reasonable estimation.

1. **Premiums** - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums.

2. **Fee-For-Service** - revenue recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages.

3. **Title XVIII-Medicare** - revenue, as a result of an arrangement between Contractor and the Health Care Financing Administration, for services to a Medicare beneficiary.

4. **Title XIX-Other Medicaid** - other Medicaid revenues as a result of other non-capitated arrangements between Contractor and a Medicaid State Agency, for services to a Medicaid beneficiary.

5. **Investment** - income earned from investments, deposits and reserve accounts.

6. **Other Revenues** - other revenues not included in the previous revenue categories.

7. **TOTAL REVENUES** - the sum of Line 1 through Line 6.

8. **Physician Services** - expenses for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals. Exclude expenses for medical personnel time devoted to administrative tasks.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

9. **Other Professional Services** - compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services. Exclude expenses for medical personnel's time devoted to administrative tasks.

10. **Outside Referrals** - expenses for practitioners not under contractual arrangements and for inpatient services outside of plan.

11. **Emergency Room and Out-of-Area** - expenses for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible.

12. **Occupancy, Depreciation and Amortization** - expenses associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services.

13. **Inpatient** - inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Include the cost of skilled nursing and intermediate care facilities.

14. **Incentive Pool and Withhold Adjustments** - adjustments made to expenses that reflect the incentive pool and withhold activity.

15. **Other Medical and Hospital Expenses** - other expenses for medical and hospital services not included in the above categories.

16. **MEDICAL AND HOSPITAL EXPENSES SUBTOTAL** - the sum of Line 8 through Line 15.

17. **Reinsurance Expenses Net of Recoveries** - expenses for reinsurance or "stop-loss" insurance net of recoveries.

REPORT A10.

QUARTERLY STATEMENT OF REVENUE, EXPENSES AND NET WORTH

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
REVENUES	1. Premiums		
	2. Fee-For-Service		
	3. Title XVIII-Medicare		
	4. Title XIX-Other Medicaid		
	5. Investment		
	6. Other Revenues		
7. TOTAL REVENUES			
MEDICAL AND HOSPITAL EXPENSES	8. Physician Services		
	9. Other Professional Services		
	10. Outside Referrals		
	11. Emergency Room and Out-of-Area		
	12. Occupancy, Depreciation and Amortization		
	13. Inpatient		
	14. Incentive Pool and Withhold Adjustments		
	15. Other Medical and Hospital Expenses		
16. MEDICAL AND HOSPITAL EXPENSES SUBTOTAL			
17. Reinsurance Expenses Net of Recoveries			

Report A10: Quarterly Statement of Revenue, Expenses and Net Worth (continued)

18. **Copayments** - revenue recognized by Contractor from members on a utilization-related basis for certain health services included in the benefit package.
19. **COB and Subrogation** - income earned from coordination of benefits and subrogation.
20. **DEDUCTIONS SUBTOTAL** - the sum of Line 18 and Line 19.
21. **TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS** - the sum of Line 16 and Line 17 minus Line 20.
22. **Compensation** - all expenses for administrative services including management contracts.
23. **Interest Expense** - interest on loans incurred during the report period.
24. **Occupancy, Depreciation and Amortization** - the amount of depreciation and amortization expense which is directly associated with administrative services including the costs of occupancy to Contractor directly associated with administration. These costs are the costs of using a facility, fire and theft insurance, utilities, maintenance, and lease.
25. **Marketing** - expenses directly related to marketing activities such as advertising, printing, marketing representation compensation and fringe benefits, commissions, broker fees, travel and other expenses allocated to the marketing activities.
26. **Other Administrative Expenses** - other administrative expenses associated with the overall management and operation of Contractor not included in the above categories.
27. **TOTAL ADMINISTRATIVE EXPENSE** - the sum of Line 22 through Line 26.
28. **TOTAL EXPENSES** - the sum of Line 21 and Line 27.
29. **INCOME (LOSS)** - the result of Line 7 minus Line 28.
30. **Extraordinary Items** - a nonrecurring loss that is an unusual event that will not recur in the foreseeable future.
31. **Provision for Federal Income Taxes** - the expense for federal income taxes for the report period.
32. **NET INCOME (LOSS)** - the result of Line 29 minus Line 30 minus Line 31.
33. **Net Worth Beginning of Quarter** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the beginning of the report period.
34. **Increase (Decrease) in Common Stock** - the change in the net worth of common stock from the last report period to the current report period.
35. **Increase (Decrease) in Preferred Stock** - the change in the net worth of preferred stock from the last report period to the current report period.
36. **Increase (Decrease) in Paid in Surplus** - the change in the net worth of paid in surplus from the last report period to the current report period.
37. **Increase (Decrease) in Contributed Capital** - the change in the net worth of contributed capital from the last report period to the current report period.
38. **Increase (Decrease) in Surplus Notes** - the change in the net worth of surplus notes from the last report period to the current report period.
39. **Increase (Decrease) in Contingency Reserves** - the change in the net worth of contingency reserves from the last report period to the current report period.
40. **Increase (Decrease) in Retained Earnings/Fund Balance** - the change in the net worth of retained earnings/fund balance from the last report period to the current report period.
41. **Other Changes in Other Net Worth Items** - the change in the net worth of other items from the last report period to the current report period.
42. **Net Worth at End of Quarter** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the end of the report period.

REPORT A10.

QUARTERLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH (continued)

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
DEDUCTIONS	18. Copayments		
	19. COB and Subrogation		
20. DEDUCTIONS SUBTOTAL			
21. TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS			
ADMINISTRATIVE EXPENSES	22. Compensation		
	23. Interest Expense		
	24. Occupancy, Depreciation and Amortization		
	25. Marketing		
	26. Other Administrative Expenses		
27. TOTAL ADMINISTRATIVE EXPENSE			
28. TOTAL EXPENSES			
29. INCOME (LOSS)			
OTHER ITEMS	30. Extraordinary Items		
	31. Provision for Federal Income Taxes		
32. NET INCOME (LOSS)			
NET WORTH	33. Net Worth Beginning of Quarter		
	34. Increase (Decrease) in Common Stock		
	35. Increase (Decrease) in Preferred Stock		
	36. Increase (Decrease) in Paid in Surplus		
	37. Increase (Decrease) in Contributed Capital		
	38. Increase (Decrease) in Surplus Notes		
	39. Increase (Decrease) in Contingency Reserves		
	40. Increase (Decrease) in Retained Earnings/Fund Balance:		
	a. Net Income		
	b. Dividends to Stockholders		
	c. Interest on Surplus Notes		
	d. Change in Non-Admitted Assets		
	e. Other Changes		
	41. Other Changes in Other Net Worth Items		
	42. Net Worth at End of Quarter		

Report A11: Cash Flow Analysis for Oregon Health Plan and Corporate Activity

OHP Line of Business - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan. Refer to Report A9 and Report A10 for current quarterly information.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

CASH FLOWS PROVIDED BY OPERATING ACTIVITIES - financial report estimating cash generated or lost from different operating activities.

1. **Premiums** - report OHP Activity of Report A10, Line 1 for the current quarter.
2. **Fee-For-Service** - report OHP Activity of Report A10, Line 2 for the current quarter.
3. **Title XVIII-Medicare** - report OHP Activity of Report A10, Line 3 for the current quarter.
4. **Title XIX-Other Medicaid** - report OHP Activity of Report A10, Line 4 for the current quarter.
5. **Investment and Other Revenues** - report OHP Activity of Report A10, Line 5 and Line 6 for the current quarter.
6. **Copayments, COB and Subrogation** - report OHP Activity of Report A10, Line 18 and Line 19 for the current quarter.
7. **Medical and Hospital Expenses** - report OHP Activity of Report A10, Line 16 for the current quarter.
8. **Reinsurance Expenses Net of Recoveries** - report OHP Activity of Report A10, Line 17 for the current quarter.
9. **Administrative Expenses** - report OHP Activity of Report A10, Line 22, Line 24, Line 25, Line 26 exclusive of Line 23 for the current quarter.
10. **Federal Income Taxes Paid** - report OHP Activity of Report A10, Line 31 for the current quarter.
11. **Interest Expense** - report OHP Activity of Report A10, Line 23 for the current quarter.
12. **NET CASH PROVIDED BY OPERATING ACTIVITIES** - sum of Line 1 through Line 11.

CASH FLOW PROVIDED BY INVESTING ACTIVITIES - financial report showing the cash generated or lost from different investing activities.

13. **Receipts from Restricted Cash and Other Assets** - cash generated by transfer of cash out of restricted cash reserves and other assets which relate to transactions reported in Report A9.
14. **Receipts from Investments** - cash generated by the transfer of cash out of either short-term or long-term investment transactions reported in Report A9.
15. **Receipts for Sales of Property, Plant and Equipment** - cash generated by the transfer of cash into property, plant and equipment sales transactions reported in Report A9.
16. **Payments for Restricted Cash and Other Assets** - cash lost by transfer of cash into restricted cash reserves and other assets which relate to transactions reported in Report A9.
17. **Payments for Investments** - cash lost by the transfer of cash into either short-term or long-term investment transactions reported in Report A9.
18. **Payments for Property, Plant and Equipment** - cash lost by the transfer of cash into property, plant and equipment sales transactions reported in Report A9.
19. **NET CASH PROVIDED BY INVESTING ACTIVITIES** - sum of Line 13 through Line 18.

Report A11. CASH FLOW ANALYSIS FOR OREGON HEALTH PLAN AND CORPORATE ACTIVITY

Contractor _____

Report Period _____ through _____

Provide the cash flow information for the Oregon Health Plan and Corporate Activity

CASH FLOWS PROVIDED BY		Oregon Health Plan Activity	Corporate Activity
OPERATING ACTIVITIES	1. Premiums		
	2. Fee-For-Service		
	3. Title XVIII-Medicare		
	4. Title XIX-Other Medicaid		
	5. Investment and Other Revenues		
	6. Copayments, COB and Subrogation		
	7. Medical and Hospital Expenses		
	8. Reinsurance Expenses Net of Recoveries		
	9. Administrative Expenses		
	10. Federal Income Taxes Paid		
	11. Interest Expense		
12. NET CASH PROVIDED BY OPERATING ACTIVITIES			
INVESTING ACTIVITIES	13. Receipts from Restricted Cash and Other Assets		
	14. Receipts from Investments		
	15. Receipts for Sales of Property, Plant and Equipment		
	16. Payments for Restricted Cash and Other Assets		
	17. Payments for Investments		
	18. Payments for Property, Plant and Equipment		
19. NET CASH PROVIDED BY INVESTING ACTIVITIES			

Report A11. Cash Flow Analysis for Oregon Health Plan and Corporate Activity (continued)

CASH FLOWS PROVIDED BY FINANCING ACTIVITIES - financial report showing the cash generated or lost from different financing activities.

20. Proceeds from Paid in Capital or Issuance of Stock - cash generated by the transfer of cash from paid in capital surplus or issuance of stock.

21. Loan Proceeds from Non-Affiliates - cash generated by the transfer of cash from loan proceeds transactions from non-affiliates.

22. Loan Proceeds from Affiliates - cash generated by the transfer of cash from loan proceeds transactions from affiliates. Include loan and notes payable transactions reported in Report A9. Exclude interest.

23. Principal Payments on Loans from Non-Affiliates - cash lost by the transfer of cash from loan proceeds transactions from non-affiliates.

24. Principal Payments on Loans from Affiliates - cash lost by the transfer of cash from loan proceeds transactions from affiliates. Include loan and notes payable transactions reported in Report A9.

25. Dividends Paid - cash lost by paying dividends

26. Other Cash Flow Provided by Financing Activities - any cash flow generated or lost by the transfer of cash in a financial transaction.

27. NET CASH PROVIDED BY FINANCING ACTIVITIES - sum of Line 20 through Line 26.

28. NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS - the sum of Line 12, Line 19 and Line 27.

29. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD - the total net cash provided by operating activities, by investing activities, and by financing activities at the beginning date specified in the report period on Report A11.

30. CASH AND CASH EQUIVALENTS AT END OF REPORT PERIOD - the sum of Line 28 and Line 29.

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES - the process of reconciling net income to net cash provided by the cash transactions occurring during operating activities.

31. Net Income - report OHP Activity from Report A9, Line 19 for the report quarter.

ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES - the cash generated or lost by transactions involved with operating activities.

32. Depreciation and Amortization - any cash flow generated or lost by changes in depreciation and amortization. Include non-cash or non-cash equivalent transactions.

33. Provision for Losses on Receivables - any cash flow generated or lost by changes in provision for losses on receivables. Include non-cash or non-cash equivalent transactions.

34. Undistributed Earnings/Losses-Subsidiaries - any cash flow generated or lost by changes in undistributed earnings/losses-subsidiaries. Include non-cash or non-cash equivalent transactions.

35. Increase/(Decrease) in Receivables - any cash flow generated or lost by changes in receivables. Include non-cash or non-cash equivalent transactions.

36. Increase/(Decrease) in Accounts Payable - any cash flow generated or lost by changes in accounts payable. Include non-cash or non-cash equivalent transactions.

37. Increase/(Decrease) in Claims Payable and Medical Incentive Pool - any cash flow generated or lost by changes in claims payable and medical incentive pool. Include non-cash or non-cash equivalent transactions.

38. Increase/(Decrease) in Unearned Premium - any cash flow generated or lost by changes in unearned premiums. Include non-cash or non-cash equivalent transactions.

39. Other Adjustments to Net Income - any cash flow generated or lost by changes in other adjustments to net income.

40. TOTAL ADJUSTMENTS - sum of Line 32 through Line 39.

41. NET CASH PROVIDED BY OPERATING ACTIVITIES - sum of Line 31 adjusted by Line 40. Must equal Line 12.

Report A11. CASH FLOW ANALYSIS FOR OREGON HEALTH PLAN AND CORPORATE ACTIVITY (continued)

Contractor _____

Report Period _____ through _____

CASH FLOWS PROVIDED BY		Oregon Health Plan Activity	Corporate Activity
FINANCING ACTIVITIES	20. Proceeds from Paid in Capital or Issuance of Stock		
	21. Loan Proceeds from Non-Affiliates		
	22. Loan Proceeds from Affiliates		
	23. Principal Payments on Loans from Non-Affiliates		
	24. Principal Payments on Loans from Affiliates		
	25. Dividends Paid		
	26. Other Cash Flow Provided by Financing Activities		
27. NET CASH PROVIDED BY FINANCING ACTIVITIES			
28. NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS			
29. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD			
30. CASH AND CASH EQUIVALENTS AT END OF REPORT PERIOD			
RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
	31. Net Income		
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
	32. Depreciation and Amortization		
	33. Provision for Losses on Receivables		
	34. Undistributed Earnings/Losses-Subsidiaries		
	35. Increase/(Decrease) in Receivables		
	36. Increase/(Decrease) in Accounts Payable		
	37. Increase/(Decrease) in Claims Payable and Medical Incentive Pool		
	38. Increase/(Decrease) in Unearned Premium		
	39. Other Adjustments to Net Income		
40. TOTAL ADJUSTMENTS			
41. NET CASH PROVIDED BY OPERATING ACTIVITIES			

Report A12. Projected Budget Requirements for OHP Line of Business

OHP Line of Business - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan. Refer to Report A10 for current quarterly information.

Projected - estimation of budget requirements for the three quarters following the report quarter using the actual report quarter budget requirements.

Projected Budget Requirements - financial reporting which forecasts the revenue needed to cover operating expenses over the next three quarters based on the revenue and expense activity during the current report quarter.

1. Total Member Months - the sum of the enrollment of OMAP Members in the prepaid health plan for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth. Report the total OMAP Member months during the report period found on Report A3, Section I.A. for the current report quarter.

2. Total Premium Revenue - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums. Report OHP Activity of Report A10, Line 1 for the current report quarter.

3. Total Other Revenue - revenue which is 1) recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages, 2) a result of an arrangement between Contractor and the Health Care Financing Administration for services to a Medicare beneficiary, 3) a result of other non-capitated arrangements between Contractor and a Medicaid State Agency for services to a Medicaid beneficiary, income earned from investments, deposits and reserve accounts, and 4) any other revenues not included in the previous revenue categories. Report the sum of OHP Activity of Report A10, Line 2 through Line 6 for the current report quarter.

4. Total Revenue - Report OHP Activity of Report A10, Line 7 for the current report quarter.

5. Total Medical Expenses - expenses which are 1) for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals, 2) for compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services, and 3) for practitioners not under contractual arrangements. Exclude expenses for medical personnel's time devoted to administrative tasks. Report the sum of OHP Activity of Report A10, Line 8 through Line 10 for the current report quarter.

6. Total Hospital Expenses - expenses which are 1) for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible, 2) associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services, and 3) inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Included in inpatient costs are costs of skilled nursing and intermediate care facilities. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services. Report the sum of OHP Activity of Report A10, Line 11 through Line 13 for the current report quarter.

7. Total Other Expenses - adjustments made to expenses that reflect the incentive pool and withhold activity and any other expenses for medical and hospital services not included in the above categories. Report the sum of OHP Activity of Report A10, Line 14 and Line 15 for the current report quarter.

8. Total Expenses - the sum of Line 5, Line 6 and Line 7.

9. Medical Loss Ratio - the result of Line 8 divided by Line 4.

10. Gross Margin - the result of Line 8 subtracted from Line 4.

11. Total Marketing Expense - expenses for marketing the OHP line of business. Report OHP Activity of Report A10, Line 25 for the current report quarter.

12. Total General & Administrative Expense - expenses for compensation, interest, occupancy, depreciation and amortization, and other administrative expenses. Report the sum of OHP Activity of Report A10, Line 22, Line 23, Line 24, and Line 26 for the current report quarter.

13. Total Marketing & General and Administrative Expenses - the sum of Line 11 and Line 12.

14. Operating Profit - the result of Line 13 subtracted from Line 10.

15. Corporate Expenses - the corporate dues or fees that a subsidiary pays to the Corporate entity.

16. Operating Profit after Corporate Expenses - the result of Line 15 subtracted from Line 14.

Report A12. PROJECTED BUDGET REQUIREMENTS FOR OHP LINE OF BUSINESS

Contractor _____

Report Period _____ through _____

Estimate the budget requirements for the next three quarters for the OHP line of business. Use the report quarter's figures to calculate the predicted budget items.

		Report Quarter: _____	Forecasted Quarter: _____	Forecasted Quarter: _____	Forecasted Quarter: _____
1. Total Member Months					
Revenue	2. Total Premium Revenue				
	3. Total Other Revenue				
	4. Total Revenue				
Health Care Expenses	5. Total Medical Expenses				
	6. Total Hospital Expenses				
	7. Total Other Expenses				
	8. Total Expenses				
9. Medical Loss Ratio					
10. Gross Margin					
Administrative Expenses	11. Total Marketing Expense				
	12. Total General & Administrative Expense				
	13. Total Marketing & GAA Expenses				
14. Operating Profit					
15. Corporate Expenses					
16. Operating Profit after Corporate Expenses					

EXHIBIT B

Calculation of Capitation Payments

1. The enabling legislation for the Oregon Health Plan requires that the Capitation Payments for the program be based on the "rate(s) necessary to cover the cost(s) of the services."
2. Adjusted Per Capita Costs Methodology
 - a. OMAP has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) necessary to cover the reasonable costs of the services to be provided under the program. A full description of the methodology used to calculate rates may be found in the Coopers & Lybrand document Oregon Health Plan Medicaid Demonstration Analysis of Federal Fiscal Year 1994 & 1995 Average Costs, dated April 19, 1993, which is by this reference incorporated herein, and the report titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements, for February 1994 through September 1995, dated September 13, 1993, which is by this reference incorporated herein.
 - b. Per capita costs were derived as follows:
 - (1) Data on claims experience with commercially insured populations in Oregon and on charges for Medicaid recipients in Oregon was collected.
 - (2) This data was adjusted to reflect the way services are identified in the prioritized list of services.
 - (3) Adjustments were made to derive estimates of the costs of the services, taking into account resource-based relative value scale (RBRVS) factors for Oregon in physician services categories, hospital cost reports for inpatient and outpatient services and other actuarially determined factors.
 - c. The per capita costs were then adjusted in order to take into account differences in utilization and cost for each of the four OHP eligibility categories. The four OHP eligibility categories are defined as follows:
 - (1) OHP Eligibles are all OHP recipients with income under 100 percent of the Federal Poverty Level (FPL), except General Assistance Recipients.
 - (2) PLM (Poverty Level Medical) Adults are OHP recipients who are pregnant women with income between 100 percent and 133 percent of the Federal Poverty Level.

- (3) PLM Children are OHP recipients who are less than six years of age with income between 100 percent and 133 percent of the Federal Poverty Level.
- (4) GA (General Assistance) Recipients are OHP recipients who are eligible by virtue of their eligibility under the Oregon General Assistance program, ORS 411.710 et seq.
- d. A geographic area factor was applied to the per capita costs for each eligibility category in order to take into account geographic differences in the provision of services in each of the five service areas of the state. These five service areas are:
 - (1) Tri-county (Clackamas, Washington and Multnomah counties);
 - (2) Linn, Benton, Marion, Polk and Yamhill counties;
 - (3) Lane County;
 - (4) Jackson, Josephine and Douglas counties; and
 - (5) All other counties.
- e. Finally a family planning open access adjustment was made to the following eligibility categories in all service areas, in order to take into account that OMAP Members will be able to obtain family planning services from nonplan providers:

OHP Eligibles
PLM Adults
GA Recipients

The four resulting sets of per capita costs by OHP eligibility category for each of the five geographic service areas are the Adjusted Per Capita Costs.

- 3. The Total Service Cost for each Contractor and OHP eligibility category is calculated from the Adjusted Per Capita Costs as follows:
 - a. Costs for each category of service are identified based on the codes in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, in the process of developing the total per capita costs. These costs are identified in the Coopers & Lybrand document titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993.

- b. The costs for all of the services for which a particular contractor is capitated are summed for each eligibility category and geographic location.

A contractor providing services in more than one service area will have separate Total Service Cost amounts for each OHP eligibility category in each service area.

4. Deductions from the Total Service Cost

The following deductions are made to Contractor's Total Service Cost:

- a. The Maternity/Newborn Withhold listed on the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for the following eligibility categories:

OHP Eligibles
PLM Children

Note: The total amount of funds deducted as the Maternity/Newborn Withhold from all OHP PCO and FCHP Contractors becomes the Maternity/Newborn Risk Pool, which is held by OMAP and disbursed pursuant to EXHIBIT C, Section 2.

- b. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, the appropriate stop-loss premium as calculated from the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for all eligibility categories.
 - c. If this Agreement identifies Contractor as at partial risk for Case Managed Services that are not Capitated Services, then 10 percent of the Adjusted Per Capita Costs as listed in the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, for Mandatory Services for Contractor's service area(s) is deducted for all OHP eligibility categories. The funds deducted for each Contractor become the Case Management Reserve which will be kept by OMAP as a Contractor-specific reserve account and disbursed after the Agreement Year pursuant to EXHIBIT C, Section 5.
5. The Capitation Payment paid to a contractor for OMAP Members in each OHP eligibility category is determined by adding to the results in step (4) an additional amount calculated to reflect an administrative cost allowance to off-set costs associated with administering a prepaid health plan participating in this program.

EXHIBIT C

Encounter Claim Minimum Data Set Requirements

1. General Provisions:

a. Encounters:

- (1) Dental Encounters are those that would be billed on an OMAP-specific form, the "OMAP 501D," or an accepted ADA form in a fee-for-service delivery system under OMAP fee-for-service rules.

- b. OMAP shall process all Encounters through the Medical Management Information System. Encounters that cannot be processed because of missing or erroneous data shall be "pending".

- (1) Contractor shall be notified monthly of all pending claims.
- (2) Contractor shall have the opportunity to correct all pending claims, within the timelines identified in 1.c.(3), below.

c. Timeliness

- (1) Encounter Data shall be forwarded to OMAP at least once per month.
- (2) All Encounter Data shall be submitted to OMAP within 395 days of the date of service.
- (3) Contractor shall resubmit all corrected pending Encounters within 63 days of the date that OMAP mails Contractor a notice that the Encounters were pending.

d. Data Transmission & Format:

- (1) Contractor shall submit all Encounter Data to OMAP via electronic media. OMAP shall accept claims via industry standard modem, tape, dedicated land wire, and floppy disk media.
- (2) Contractor shall submit all data in a format approved by OMAP.

2. Data Set Requirements

- a. Contractor shall submit the data specified in this section. The data elements specified in this section constitute the required minimum data set. Contractor is required to

submit all of the data specified in this section, irrespective of whether any recoveries may result from failure to submit particular data elements. Noncompliance shall be considered a breach of the terms of the Agreement.

b. Contractor shall submit the following information for all Encounters:

- (1) Contractor's OMAP Prepaid Health Plan Provider Number
- (2) Patient Name
- (3) Medicaid Recipient Number, also known as the OMAP Prime Number
- (4) OMAP Performing Provider Number
- (5) Quantity of units of service provided
- (6) Date(s) of Service
- (7) American Dental Association Procedure Code(s)
- (8) Tooth Number(s)
- (9) Tooth Surface(s)
- (10) Line Item Charge(s)

EXHIBIT D

PRIMARY CARE DENTIST REPORT

SUBMITTAL: Submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO: Analysis & Evaluation Subunit
Office of Medical Assistance Programs
500 Summer Street, NE
Salem, Oregon 97310-1014

If you have any questions or want this report on diskette, call your PHP Coordinator.

INSTRUCTIONS FOR PRIMARY CARE DENTIST REPORT

COMPLETE A REPORT FOR EACH SERVICE AREA

PRIMARY CARE

DENTIST - List names of primary care dentists on your panel.

SPEC. - Primary care dentist's specialty - GP = General Practice; PD = Pediatrics.

ADDRESS - Dentist's practice location. If dentist has more than one location that serves OHP clients, list each location separately.

ZIP - Zip Code of practice location.

OHP

STATUS - Indicate whether each dentist is, at the time of this report:

1 = Open to all OHP patients

2 = Open to established OHP patients only

3 = Closed to OHP patients

Total # Service Area Primary Care Dentists -

Total number of Primary Care Dentists on your panel in the Service Area.
Count a dentist only once, even if he or she practices at multiple locations.

PRIMARY CARE DENTIST REPORT

DCO _____

SERVICE AREA _____

PAGE _____

<u>PRIMARY CARE DENTIST</u>	<u>SPEC.</u>	<u>ADDRESS</u>	<u>ZIP</u>	<u>OHP STATUS*</u>

Total # Service Area Primary Care Dentists _____

- *
 1 = Open to all OHP
 2 = Open to Established OHP patients only
 3 = Closed to OHP patients at this time

EXHIBIT E

DCO Complaint Log

SUBMITTAL: Submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO: Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer Street, NE
Salem, Oregon 97310-1014

If you have any questions or want this report on diskette, call your PHP Coordinator.

DENTAL CARE COMPLAINT LOG

Contractor: _____ Report Period: _____ through _____

Type of Complaint	Category	Oral	Written	Resolved	Final	Total
A. Complaints about Access	Provider Location					
	Language Barrier					
	Scheduling Appointments					
	Number of providers					
	Waiting time for appointment too long					
B. Complaints about Quality of Care.	Specialty/referral care denied					
	Client believed quality of care inadequate					
	Provider explanation/instructions poor					
C. Complaints about Quality of Service.	Provider staff rude					
D. Complaints about Denial of Service.	Denied payment: Emergent/Urgent Services					
	Condition or treatment an excluded service					
	Type of care not covered by plan providers					
	Provider determined requested service not medically necessary					
Total Number of Complaints Reviewed						
Number of Complaints to OMAP Hearing						

Instructions to Health Plan Complaint Log

Type of Complaint:

Complete for each **type** of complaint, by principal complaint. (e.g. if a member has a complaint about access and quality of service, the major complaint for the member should be marked.)

Within each type of complaint, the **category** of the principal complaint should be marked. (e.g. if the member stated that the quality of care was inadequate and she was unable to follow the instructions of the physician, the first complaint category would be marked.)

Oral Complaints include all oral complaints made to the individuals responsible for complaints at the plan. If this is delegated to the practice or IPA level, the complaints made to this individual are recorded.

Written Complaints include all complaints made in writing, regardless of whether the complaint has been reviewed as an oral complaint. Complaints of **denial of service** are indicated in Type of Complaint D. Each written complaint should have a disposition as follows: to hearing, to **resolution** satisfactory to the member (Resolved), or to **final** decision by the plan (Final). Written complaints which are not resolved to the satisfaction of the member should be attached with proposed resolutions recorded. These will be reviewed on quality assurance survey.

If a member requests a **hearing** in the same quarter as the complaint, plan must record the number of hearings requested which arose from complaints during the quarter. If hearing is requested in the next quarter, include it with the next quarter complaints.

ATTACHMENT 1

OREGON HEALTH PLAN

SERVICE CATEGORIES FOR PER CAPITA COSTS

FEBRUARY 1994 THROUGH SEPTEMBER 1995

October 1, 1993

MEETING DATE: SEP 22 1994

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Office of Medical Assistance Programs

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: September 22, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk/Mary Lou Hennrich

TELEPHONE #: 4274/494-4000

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk/ Mary Lou Hennrich

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [x] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of intergovernmental agreement with OMAP continues CareOregon's participation in the Oregon Health Plan for ~~one~~ ^{an} additional year.

*9/22/94 ORIGINALS TO JIM KENNEDY
@ 1:00 pm - pickup*

1994 SEP 13 4:11:56
MULTI-COUNTY
OREGON

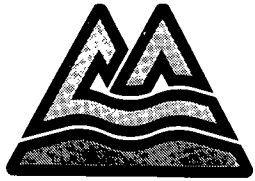
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bili Adgaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Board of County Commissioners

From: *Bille*
Bill Odegaard, Health Department Director

Requested Placement Date: September 22, 1994

Date: September 12, 1994

Subject: Intergovernmental Agreement with Oregon Medical Assistance Program(OMAP) on behalf of CareOregon.

I. Recommendation/Action: The Health Department recommends approval of this one year extension of the intergovernmental agreement with OMAP on behalf of CareOregon for period October 1, 1994 through September 30, 1995.

II. Background/Analysis: CareOregon has successfully completed its first year of operations. Medical providers are continuing to sign contracts to be part of CareOregon. This agreement will continue CareOregon's participation in the Oregon Health Plan.

III. Financial Impact: All expenditures are being reimbursed on a per capita basis by the Oregon Health Plan.

IV. Legal Issues: CareOregon has been receiving ongoing legal counsel from Multnomah County Counsel's Office.

V. Controversial Issues: The ongoing role of the Health Department and the County as participant in health care policy development and health care reform in Oregon.

VI. Link to Current County Policies: The Board defined County policy related to the Oregon Health Plan through County resolution 93-384 dated December 9, 1993.

VII. Citizen Participation: The Community Health Council has been involved with the Health Department's CareOregon effort since inception.

VII. Other Government Participation: Governmental agencies involved in CareOregon include: Yamhill County, OHSU, Union County, Clackamas County, and CDRC.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

Contract # 200895
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>9/22/94</u></p> <p><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	---

Department Health Division _____ Date September 12, 1994

Contract Originator Jim Kennedy Phone 6747 Bldg/Room 160/8

Administrative Contact Tom Fronk Phone 4274 Bldg/Room 160/7

Description of Contract This IGA extends the CareOregon one addition lyear. It allows
CareOregon to continue to participate in the Oregon Health Plan

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Office of Medical Assistance Programs (OMAP)

Mailing Address 500 Summer St NE
Salem, Oregon 97310

Phone 503-378-2263

Employer ID# or SS# _____

Effective Date October 1, 1994

Termination Date September 30, 1995

Original Contract Amount \$ requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belle Odegard

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/ Sheriff [Signature]

Contract Administration
(Class I, Class II Contracts Only) _____

Encumber: Yes ☐ No ☐

Date 9/12/94

Date _____

Date 9/22/94

Date September 22, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
<p>* If additional space is needed, attach separate page. Write contract # on top of page.</p>											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Oregon

DEPARTMENT OF

HUMAN RESOURCES

Human Resources Building

OFFICE OF MEDICAL
ASSISTANCE
PROGRAMS

OREGON HEALTH PLAN

**FULLY CAPITATED HEALTH
PLAN AGREEMENT 40353**

WITH

CAREOREGON

OCTOBER 1, 1994



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 378-6791

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PART I

PROVIDER SERVICES AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs, hereinafter referred to as OMAP, and

Multnomah County
DBA CareOregon
1500 SW 1st Avenue, Suite 250
Portland, OR 97201

hereinafter referred to as Contractor.

1. STATUS OF CONTRACTOR

Contractor is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP).

Contractor is not a Federally Qualified Health Maintenance Organization registered as such with the Oregon State Department of Consumer and Business Services.

Contractor's designated Service Areas are listed below.

Contractor is required to obtain stop-loss protection with a deductible of \$50,000 per Member. Contractor is obtaining this protection from OMAP.

Contractor's maximum enrollment limit is:

53,500 for Multnomah, Clackamas, and Washington Counties,
350 for Linn and Benton Counties,
7,500 for Marion and Polk Counties,
200 for Yamhill County,
1,200 for Lane County,
3,000 for Klamath County,
1,200 for Umatilla County, and
200 for Union County.

Contractor's total maximum enrollment limit for all service areas is 67,150 under this Agreement.

If Contractor meets the definition of a Health Services Contractor in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OMAP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

2. TERM AND APPROVAL

This Agreement shall become effective on October 1, 1994 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 1995. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended. In the case of renewal of this Agreement, OMAP shall give Contractor not less than 60 days notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.

3. STATEMENT OF WORK

A. Subject to the provisions of this Section and Section 4, COVERED SERVICES, Contractor shall:

- (1) (a) Ensure provision of Medically Appropriate Covered Services consistent with OAR 410-141-120, including Emergency Services and preventive care services, in all those categories listed below as Mandatory and in those Optional categories that are listed below (hereinafter referred to as Capitated Services) for all OMAP Members:
- (b) Contractor shall maintain a provider panel sufficient to ensure adequate capacity to provide Medically Appropriate Covered Services for OMAP Members consistent with OAR 410-141-120 OHP, Prepaid Health Plan Provision of Health Care Services. Contractor shall periodically provide OMAP with current provider listings by service area, which specify individual primary care practitioners, and indicate whether the practitioner is accepting or declining new OMAP Members at the time of the report period. Such information shall be provided periodically on the Primary Care Practitioner Report Form which is attached hereto as EXHIBIT E.

FCHP Mandatory

Physician - Basic
Physician - Maternity
Physician - Somatic Chemical Dependency
Physician - Somatic Mental Health
Outpatient Hospital - Basic
Outpatient Hospital - Maternity
Outpatient Hospital - Somatic Chemical Dependency

Outpatient Hospital - Somatic Mental Health
Prescription Drugs - Basic
Inpatient Hospital - Basic
Inpatient Hospital - Extended Care
Inpatient Hospital - Maternity, Newborn & Neonatal ICU
DME & Medical Supplies
Home Health/Private Duty Nursing
PT/OT - Nonphysician
Speech-Language Pathology - Nonphysician
Transportation - Ambulance
Vision Exams, Therapy, Materials
Hearing Aids, Batteries, Nonphysician Services

- (2) Ensure provision of Triage Services for Emergency and Urgent Capitated and Medical Case Managed Services for all OMAP Members on a 24-hour, 7-day-a-week basis consistent with OAR 410-141-140, OHP Prepaid Health Plan Emergency and Urgent Care Medical Services.
- (3) Ensure provision of Medical Case Managed Services as described in Part I, Section 3I, below, for all OMAP Members consistent with OAR 410-141-160, OHP Prepaid Health Plan Continuity of Care.
- (4) Ensure maintenance of a medical and/or dental recordkeeping system adequate to fully disclose and document the medical condition of the OMAP Member and the extent of Medical Case Managed and Capitated Services received by OMAP Members consistent with OAR 410-141-180, OHP Prepaid Health Plan Medical Recordkeeping.
- (5) Maintain an internal quality assurance program based on written policies, standards and procedures that are in accordance with accepted medical and/or dental practices and with accepted professional standards consistent with OAR 410-141-200, OHP Prepaid Health Plan Quality Assurance System. The internal quality assurance program shall be consistent with the applicable utilization control requirements set forth in 42 CFR Part 456.
- (6) Ensure that Capitated Services and Medical Case Managed Services are accessible to OMAP Members. Contractor shall not discriminate between OMAP Members and non-OMAP members consistent with OAR 410-141-220, OHP Prepaid Health Plan Accessibility.
- (7) Have written procedures for accepting, processing and responding to all complaints and grievances from OMAP Members consistent with OAR 410-141-260, OHP Prepaid Health Plan Complaint Procedures. Contractor shall provide OMAP with periodic reports of OMAP Member complaints and grievances, Such

information shall be provided on the Health Plan Complaint Log which is attached hereto as EXHIBIT F.

- (8) Develop informational materials for potential OMAP Members consistent with OAR 410-141-280, OHP Prepaid Health Plan Informational Requirements.
 - (9) Have an ongoing process of OMAP Member education and information sharing which includes orientation to Contractor, health education and appropriate use of emergency facilities and urgent care consistent with OAR 410-141-300, OHP Prepaid Health Plan Member Education.
 - (10) Ensure that OMAP Members are treated with the same dignity and respect as non-OMAP members or other patients who receive services from Contractor and its subcontractors and ensure that OMAP Members have rights consistent with OAR 410-141-320, OHP Member Rights and Responsibilities.
 - (11) Maintain sound financial management and generate periodic financial reports and make them available to OMAP consistent with OAR 410-141-340, OHP Prepaid Health Plan Financial Solvency.
- B. Contractor shall maintain protections against insolvency, as specified in the Solvency Plan, which is attached hereto as EXHIBIT A, Solvency Plan, and by this reference incorporated herein. If any of the elements of the Solvency Plan are eliminated, changed or modified in any manner, Contractor shall immediately notify OMAP. Failure to maintain adequate financial solvency, including solvency protections specified in the Solvency Plan, shall be grounds for termination or modification of this Agreement, at OMAP's sole discretion.
- C. Contractor shall ensure provision of the categories of services as indicated in Part I, Section 3.A(1)(a) of this Agreement as defined in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which by this reference is incorporated herein as Attachment 1.
- D. Contractor may perform the above work directly or, subject to the provisions of Part II, Section 22, SUBCONTRACTS/ASSIGNMENTS, through subcontracts or other arrangements with other providers. Regardless of the means utilized by Contractor to perform such work, Contractor shall remain responsible for its timely and effective performance.
- E. Capitated Services
- (1) Contractor's responsibility to provide Capitated Services under Part I, Section 3A(1) of this Agreement is limited to those services that are authorized by Contractor. However, Contractor shall not deny authorization for Capitated Services except as Medically Appropriate, unless the OMAP Member is out of Contractor's Service Area. When the OMAP Member is out of Contractor's

Service Area, Contractor may refuse to provide Capitated Services, except for Emergency Services.

- (2) Whenever Contractor or Contractor's participating providers do not directly provide any Capitated Services authorized by Contractor, including Emergency Services, Contractor shall, within the limits of the stop-loss protection obtained from OMAP, if any, pay the provider(s), as necessary, to ensure that neither OMAP nor the OMAP Member receiving such services shall be liable for any costs or charges therefor.

F. Emergency Services

- (1) Contractor's obligation to pay for Emergency Services under Part I, Section 3A(1) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to Covered Services provided by an appropriate source that are needed immediately or appear to be needed immediately because of an injury or sudden illness and the time required to reach Contractor or its subcontractor (or alternatives authorized by Contractor) would have meant risk of permanent damage to the OMAP Member's health. Medically Appropriate Capitated Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OMAP Member to Contractor or its subcontractor or designated alternative is precluded because of risk to the OMAP Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. Contractor is responsible for Medically Appropriate transportation to transfer the OMAP Member to Contractor's care when it can be done without medically harmful consequences. (See OAR 410-123-1060, Definition of Terms, for additional information as it applies to dental services.)
- (2) Emergency Services include unexpected premature delivery, but do not include normal delivery unless Contractor determines, subject to the Member's appeal rights, that the OMAP Member was outside Contractor's Service Area because of circumstances beyond the OMAP Member's control.
- (3) Contractor has no obligation to pay for Emergency Services unless the provider of such services submits a bill to Contractor within 12 months of the date service was provided.
- (4) If Contractor has a reasonable basis to believe that any Capitated Services that are claimed to be Emergency Services were not in fact Emergency Services, Contractor may deny payment for such services, provided that, within 90 calendar days of receipt of a claim for payment, Contractor notifies:
 - (a) The provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision by

requesting an OMAP hearing within 30 calendar days pursuant to OMAP rules.

- (b) The OMAP Member of the decision to deny payment, the basis for that decision, and the OMAP Member's right to contest that decision by requesting an OMAP hearing within 45 calendar days pursuant to OMAP rules.

Contractor shall comply with and implement any OMAP hearing decision, subject to any further rights to appeal.

G. Preventive Care Services

Contractor shall provide Preventive Care Services for OMAP Members in compliance with OAR 410-141-520, Prioritized List of Health Services. Screening and counseling content is based on age and risk factors determined by a comprehensive patient history. All necessary diagnosis and treatment services identified as a result of such screening must be provided by Contractor to the extent such services are Capitated Services. To the extent such services are not Capitated Services, but are Medical Case Managed Services, Contractor must refer the OMAP Member to an appropriate provider and manage and coordinate the services.

For Preventive Care Services provided through any subcontractors (such as Federally Qualified Health Centers, Rural Health Clinics and County Health Departments), Contractor shall ensure that all services provided to OMAP Members are reported to Contractor and are subject to Contractor's Medical Case Management and recordkeeping responsibilities.

H. Triage Services

Contractor's obligation to pay for Triage Services under Part I, Section 3A(2) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to services that could not be obtained from Contractor or its subcontractors.

I. Medical Case Managed Services

Contractor shall coordinate and manage all Capitated Services. Contractor shall document all referrals by Contractor or its subcontractors to other providers, whether or not the services are Capitated Services.

J. Family Planning Services

OMAP Members may receive Covered Services for Family Planning from any appropriate provider. To the extent the OMAP Member chooses to receive such services from a provider other than Contractor or its subcontractors, Contractor shall not be responsible for payment, Medical Case Management or recordkeeping.

K. Sterilizations and Hysterectomies

- (1) Sterilizations are a Covered Service. Contractor shall obtain a signed informed consent from the OMAP Member in accordance with OAR 410-130-580 or have a Sterilization Order from the Circuit Court of the county in which the OMAP Member resides.
- (2) Hysterectomies are a Covered Service only when provided for medical reasons unrelated to sterilization. Contractor shall inform the OMAP Member and her representative, if any, both orally and in writing in accordance with OAR 410-130-540 that the hysterectomy will render her permanently incapable of reproducing. Contractor shall obtain a signed informed consent from the OMAP Member except:
 - (a) When the OMAP Member was already sterile prior to the procedure, in which case the performing or attending physician must certify in writing that the OMAP Member was already sterile and state the cause of the sterility, or
 - (b) The procedure was performed in a life-threatening emergent situation, in which case the performing or attending physician must certify in writing that prior consent by the OMAP Member was not possible and state the nature of the life-threatening emergent circumstances.
- (3) Contractor shall, within 60 days of a request from OMAP, provide OMAP with a list of all OMAP Members who received sterilizations or hysterectomies from Contractor or its subcontractors during the Agreement Year. OMAP shall be permitted to review the medical records of these OMAP Members and any other OMAP Members selected by OMAP for purposes of determining whether consent for sterilization or hysterectomy services was properly obtained.
- (4) Contractor shall be subject to recovery of payments as described in Part I, Section 5.F of this Agreement, for failure to comply with the requirements of this subsection.

L. Encounter Data

Contractor shall provide OMAP with Encounter Data pursuant to EXHIBIT D, Encounter Claim Minimum Data Set Requirements and Recovery, which is attached hereto and by this reference incorporated herein.

M. Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome Prevention Services

OMAP Members may receive Covered Services for Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome Prevention from any appropriate provider. To

the extent the OMAP Member chooses to receive such services from a provider other than Contractor or its subcontractors, Contractor shall not be responsible for payment, Medical Case Management or recordkeeping.

N. Participation of Suspended or Terminated Providers

The Covered Services provided by the Contractor pursuant to this agreement may not be provided by persons who are currently suspended or terminated from the Oregon Medical Assistance Program. OMAP shall notify Contractor of persons with suspended or terminated status. Contractor shall not refer OMAP Members to such persons and shall not accept billings for services to OMAP Members submitted by such persons.

4. **COVERED SERVICES**

A. Contractor shall have no responsibility under this Agreement to provide or to manage health care and services for OMAP Members unless such services are Covered Services that are Capitated Services or Case Managed Services. Covered Services are those Medically Appropriate services specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, which shall include:

- (1) Diagnostic services.
- (2) Treatment, including ancillary services, that is included in or supports the condition/treatment pairs on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly. At the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in Lines 1 through 565 of the prioritized list of health services.
- (3) Such treatment, including ancillary services, that is specifically approved by OMAP in accordance with OAR 410-141-520 for condition/treatment pairs that are not included in lines 1 through 565 of the prioritized list of health services.

B. Pursuant to State Law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by OMAP in a duly promulgated amendment to OAR 410-141-520. If OAR 410-141-520 is amended at any time during the term of this Agreement, OMAP shall notify Contractor within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon Contractor as of its effective date, without need for any amendment to this Agreement.

OMAP's notice to Contractor shall be sent by certified mail, and entitled "Oregon Health Plan Notice of Change in the Prioritized List of Health Services, dated (date of notice)."

5. CONSIDERATION

A. In consideration of all work to be performed by Contractor under this Agreement, OMAP shall pay Contractor:

- (1) A monthly Capitation Payment for each OMAP Member, beginning with the date of enrollment and ending with the date of disenrollment, or the date the cost of Capitated Services provided to the OMAP Member reaches the deductible of the stop-loss protection provided by OMAP, if any, whichever is earlier. Where the date of enrollment or disenrollment is during mid-month, the Capitation Payment may be prorated.

(a) Service Area: Multnomah, Clackamas, and Washington Counties

\$105.54	for OHP Eligibles
\$632.53	for PLM Adults
\$155.04	for PLM Children
\$313.55	for GA Recipients

(b) Service Area: Linn and Benton Counties

\$ 97.53	for OHP Eligibles
\$579.77	for PLM Adults
\$141.98	for PLM Children
\$287.10	for GA Recipients

(c) Service Area: Marion and Polk Counties

\$ 97.53	for OHP Eligibles
\$579.77	for PLM Adults
\$141.98	for PLM Children
\$287.10	for GA Recipients

(d) Service Area: Yamhill County

\$ 97.53	for OHP Eligibles
\$579.77	for PLM Adults
\$141.98	for PLM Children
\$287.10	for GA Recipients

(e) Service Area: Lane County

\$ 98.09	for OHP Eligibles
\$583.31	for PLM Adults
\$142.69	for PLM Children
\$288.38	for GA Recipients

(f) Service Area: Klamath County

\$ 96.41	for OHP Eligibles
\$572.21	for PLM Adults
\$139.92	for PLM Children
\$282.74	for GA Recipients

(g) Service Area: Umatilla County

\$ 96.41	for OHP Eligibles
\$572.21	for PLM Adults
\$139.92	for PLM Children
\$282.74	for GA Recipients

(h) Service Area: Union County

\$ 96.41	for OHP Eligibles
\$572.21	for PLM Adults
\$139.92	for PLM Children
\$282.74	for GA Recipients

The above Capitation Payments are calculated according to EXHIBIT B, Calculation of Payments, which is attached hereto and by this reference incorporated herein.

- (2) A Maternity/Newborn Payment, if any, determined pursuant to EXHIBIT C, Risk Protection and Case Management Savings, which is attached hereto and by this reference incorporated herein.
- (3) A Fee-For-Service Payment at the applicable OMAP fee-for-service rate for any Capitated Services that are provided to an OMAP Member in accordance with OMAP rules after the Member's stop-loss deductible has been reached if Contractor has purchased OMAP stop-loss protection.

If Contractor has purchased OMAP stop-loss protection, then such payment for Capitated Services provided after the OMAP Member's stop-loss deductible has been reached will be reduced by 20%, which is the Contractor share of risk up to the maximums specified in EXHIBIT C, which is attached hereto and by this reference incorporated herein.

- B. The consideration listed in section A above is the total consideration payable to Contractor for all work under this Agreement.
- C. The Capitation Payment may be changed by amendment to this Agreement pursuant to Part II, section 8 of this Agreement, except that changes in response to revisions in the prioritized list of health services by the Health Services Commission that would have an

actuarial impact on Contractor's projected costs greater than 1% or in response to action by the Oregon Legislative Assembly shall be made as follows:

- (1) OMAP shall notify Contractor within 14 days of any changes by the Health Services Commission or the Legislative Assembly that will necessitate a change in the Capitation Payment.
- (2) OMAP shall prepare and provide to Contractor an amendment to the Agreement. The new Capitation Payment under such amendment shall take effect no earlier than 30 days from the date the amendment is mailed or delivered to Contractor and, in the case of changes resulting from legislative action, no earlier than 60 days following final legislative action.
- (3) Contractor shall sign any such amendment within 10 working days of receipt of the amendment, or such later date as OMAP may specify. If Contractor fails to sign the amendment within such time period, OMAP may, at its sole discretion, terminate this Agreement effective on the proposed effective date of the amendment or such later date as OMAP may specify.

Any changes in the Capitation Payment shall take effect on the first of the month following the change.

D. Timing of Payments

OMAP shall make Capitation Payments to Contractor by the 10th day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. OMAP shall also send Contractor an enrollment listing by the 5th of the month. If Contractor believes that there are any errors in the remittance advice or enrollment listing, Contractor shall notify OMAP by submitting an adjustment request.

OMAP shall make retroactive Capitation Payments to Contractor for newborns and any OMAP Members erroneously omitted from the enrollment listing. Such payments shall be made to Contractor by the 10th day of the month after OMAP processes the error.

All fee-for-service claims must be billed by Contractor, its subcontractor, or its participating providers directly, all of which must be enrolled with OMAP in order to receive payment. Contractor shall not submit to OMAP any fee-for-service claims for any Capitated Services provided to OMAP Members except when Contractor has purchased OMAP stop-loss protection and the OMAP Member's cost of care is beyond Contractor's stop-loss deductible described in Part I, section 1.

Contractor may submit fee-for-service claims for Covered Services provided to an OMAP Member that are not Capitated Services, or for any health care or services provided to OMAP Recipients who are not enrolled with Contractor or with another contractor when such services are provided. Billing and payment of all fee-for-service claims shall be pursuant to and under OMAP rules.

E. Settlement of Accounts

If an OMAP Member is disenrolled, or if the OMAP Member's stop-loss deductible has been reached, OMAP may recoup or Contractor shall refund to OMAP any Capitation Payments received for the OMAP Member for any period after such date. Where such date occurs during mid-month, the Capitation Payment for that month shall be prorated.

OMAP shall have no obligation to make any payments to Contractor for any period(s) during which Contractor substantially fails to carry out the terms of this Agreement. Any payments received by Contractor from OMAP for such periods, and any other payments received by Contractor from OMAP to which Contractor is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Contractor in accordance with OAR 410-120-1540, or as otherwise permitted by law.

F. Recovery

- (1) Contractor shall be subject to recovery of costs for out-of-compliance Encounter Claim error rates in accordance with the requirements of EXHIBIT D, Encounter Claim Minimum Data Set Requirements and Recovery. The recovery, if any, shall be levied and computed according to EXHIBIT D.
- (2) OMAP shall recover payments made to Contractor for sterilizations and hysterectomies performed where the contractor failed to meet the requirements of Part I, Section 3.K of this Agreement, the amount of which shall be calculated as follows:
 - (a) By review of the medical records of OMAP Members, OMAP shall determine for each month of the Agreement Year the percent of sterilizations and hysterectomies provided by Contractor or its subcontractors that did not meet the requirements of Part I, Section 3, Subsection K of this Agreement.
 - (b) This percentage determined in step (a) above shall be multiplied by the dollar value of Contractor's Capitation Payment associated with hysterectomies and sterilizations in each such month.
 - (c) The results of step (b) above will be multiplied by the number of OMAP Members for which Contractor was capitated in each such month.
 - (d) The results of step (c) above will be totaled to determine Contractor's penalty for hysterectomies and sterilizations.
- (3) Contractor shall make recovery payments to OMAP within 30 days of the date OMAP notifies Contractor of the penalty. If Contractor disputes any recovery amount or any portion thereof, Contractor may file an appeal pursuant to

subsection (4) below, in which case Contractor may withhold payment of the disputed amount pending the issuance of an appeal decision. Contractor shall pay OMAP any disputed amount found to be owed by Contractor within 30 days of the date OMAP notifies Contractor of the appeal decision.

- (4) Contractor's appeal of a decision to recover is limited to a review of the recovery decision by the Director of OMAP or the Director's designee. Contractor must file an appeal of the recovery decision in writing within 30 days of the date OMAP notifies Contractor of the decision. The Director or designee shall issue an appeal decision within 45 days of receipt of the appeal.

6. TAX COMPLIANCE

By execution of this Agreement, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

7. ORGANIZATION OF THIS AGREEMENT

This Agreement is in two parts titled Part I and Part II, which together with the OMAP Rules cited therein and EXHIBITS A, B, C, D, E and F, and Attachment 1 constitute the entirety of the Agreement.

8. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

9. CONTRACTOR INFORMATION


Multnomah County
DBA CareOregon
1500 SW 1st Avenue, Suite 250
Portland, OR 97201

FEDERAL TAX I.D. #: 93-6002309

10. SIGNATURES

CONTRACTOR

MULTNOMAH COUNTY, OREGON

By 
Authorized Representative
Beverly Stein
Title Multnomah County Chair

Date September 22, 1994

STATE OF OREGON

OFFICE OF MEDICAL ASSISTANCE
PROGRAMS500 Summer St., N.E.
Salem, Oregon 97310-1014

By _____
Authorized Representative

Date _____

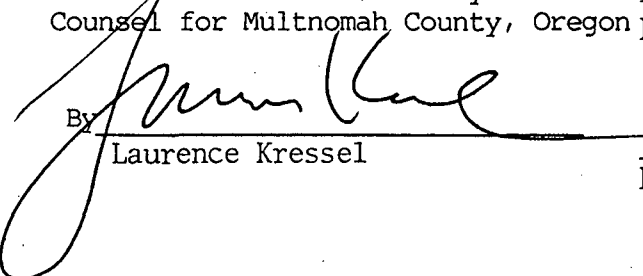
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 9/22/94
DEB BOGSTAD
BOARD CLERK

Reviewed by OMAP Contracts Manager

REVIEWED:

Laurence B. Kressel, County
Counsel for Multnomah County, Oregon

Reviewed by OMAP Managed Care Program
Manager

By 
Laurence Kressel

Reviewed by OMAP Assistant Director

Approved as to Legal Sufficiency:

Assistant Attorney General

Associate Regional Administrator
Division of Medicaid
Health Care Financing Admin., Region 10
Dept. of Health & Human Services

PART II

1. INTERPRETATION/ADMINISTRATION OF AGREEMENT

- A. OMAP may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to the Agreement over any exhibits or attachments. In the event that OMAP needs to look outside of this Agreement, exhibits and attachments for purposes of interpreting its terms, OMAP shall consider the following sources in the order listed:
- (1) The Grant Award Letter from the Health Care Financing Administration (HCFA) for operation of the Oregon Reform Demonstration (Oregon Health Plan Medicaid Demonstration Project), including all special terms and conditions and waivers.
 - (2) The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the Oregon Health Plan Medicaid Demonstration Project.
 - (3) The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by OMAP to implement the Oregon Health Plan program.
 - (4) Other applicable Oregon statutes and DHR administrative rules concerning the Medical Assistance Program under prepaid capitated plans.
- B. If Contractor believes that any provision of this Agreement, or OMAP's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP in writing immediately.
- C. Contractor shall have a right to appeal any OMAP actions or decisions concerning the interpretation of this Agreement, or Contractor's responsibilities thereunder, pursuant to OAR 410-120-780 through 410-120-1060.

2. PREPAID HEALTH PLAN ADMINISTRATIVE RULES

Contractor shall comply with all duly promulgated OMAP Rules in OAR Chapter 410, whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement. This includes those rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141.

Contractor shall comply with OAR 410-120-040, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.650, Patient Self-Determination Act. Contractor shall use Oregon Department of Consumer and Business Services approved forms to record compliance with this requirement.

Contractor shall comply with OAR 410-130-580, Sterilizations, which requires use of federally approved consent to sterilization forms and procedures. Contractor shall make available all required forms and documentation upon request by OMAP.

Contractor shall comply with OAR 410-130-561, Hysterectomies, which requires physician certification that certain procedures have been followed. Contractor shall make available all required certifications and documentation upon request by OMAP.

3. IDENTIFICATION CARDS

Contractor may issue identification cards to OMAP Members, if mutually agreed in writing by OMAP and Contractor. Such identification cards shall be for Contractor's convenience only and shall confer no rights to services or other benefits under this Agreement. To be entitled to such services or benefits, the holder of the card must, in fact, be an OMAP Member and be entitled to a valid OMAP Medical Card.

4. ENROLLMENT/DISENROLLMENT

- A. Enrollment is the process by which the Department of Human Resources (DHR) signs on with a particular contractor those individuals who have been determined to be eligible for services under the Oregon Health Plan Medicaid Demonstration Project. DHR shall sign on such individuals with the contractor selected by the individual unless, pursuant to OAR 410-141-060, DHR assigns the person to a contractor because the individual failed to select a contractor. Contractor shall have an open enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on by DHR, unless OMAP and Contractor have jointly closed enrollment with Contractor because Contractor's maximum enrollment limit has been reached.

A period of open enrollment shall commence on the first day of the month after the month in which OMAP determines that Contractor has

- 53,000 or less OMAP Members enrolled for Multnomah, Washington and Clackamas Counties,
- 330 or less OMAP Members enrolled for Linn and Benton Counties.
- 7,300 or less OMAP Members enrolled for Marion and Polk Counties,
- 180 or less OMAP Members enrolled for Yamhill County,
- 1,150 or less OMAP Members enrolled for Lane County,
- 2,900 or less OMAP Members enrolled for Klamath County,
- 1,150 or less OMAP Members enrolled for Umatilla County, and
- 190 or less OMAP Members enrolled for Union County, and so notifies Contractor.

Enrollment shall remain continuously open thereafter until the first day of the month after the month in which OMAP determines that Contractor has at least

- 54,000 OMAP Members enrolled for Multnomah, Washington and Clackamas Counties,
- 370 OMAP Members enrolled for Linn and Benton Counties.
- 7,700 OMAP Members enrolled for Marion and Polk Counties,
- 220 OMAP Members enrolled for Yamhill County,
- 1,300 OMAP Members enrolled for Lane County,
- 3,200 OMAP Members enrolled for Klamath County,
- 1,300 OMAP Members enrolled for Umatilla County, and
- 220 OMAP Members enrolled for Union County.

Contractor shall have not less than 30 continuous days of open enrollment every Agreement Year regardless of Contractor's maximum enrollment limit specified in Part I, Section 1, Status of Contractor, and Contractor's actual enrollment.

Contractor may not discriminate in coverage or enrollment against any eligible individual on the basis of health status or need for health services.

Contractor shall allow each OMAP Member to choose his or her individual primary care practitioner to the extent choice is available.

- B. An individual becomes an OMAP Member for purposes of this Agreement as of the date of enrollment with Contractor, and as of that date, Contractor shall provide all services to such individual as required by the terms of this Agreement. If Contractor reaches Contractor's maximum enrollment limit, Contractor shall so notify OMAP so that OMAP may limit or restrict further enrollment with Contractor.
- C. The date of enrollment with Contractor shall be the first of the month in which the individual is signed on by DHR with Contractor, except:
 - (1) For newborns, whose mother was signed on at the time of birth, the date of enrollment shall be the newborn's date of birth.
 - (2) For persons other than newborns who are hospitalized on the date the individual is signed on by DHR with Contractor, the date of enrollment shall be the first of the month after the date the individual is discharged from inpatient hospital services.
 - (3) For persons who are reenrolled within 30 days of disenrollment, the date of enrollment shall be the date specified by OMAP which may be retroactive to the date of disenrollment.
 - (4) For adopted children or children placed in an adoptive placement, the date of enrollment shall be the date specified by OMAP.

D. Disenrollment

An individual is no longer an OMAP Member for purposes of this Agreement as of the effective date of the individual's disenrollment from Contractor, and as of that date, Contractor is no longer required to provide services to such individual by the terms of this Agreement.

An OMAP Member may be disenrolled from Contractor as follows:

- (1) If requested by the OMAP Member, DHR may disenroll the OMAP Member in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. The effective date of disenrollment when requested by an OMAP Member shall be the first of the month following DHR's approval of disenrollment.
- (2) If requested by Contractor because the OMAP Member refuses to accept treatment, refuses to follow guidelines, is unruly or abusive to others, threatens or commits an act of physical violence, or has permitted the use of his or her OMAP Medical Card by another person, or used another person's Medical Card or otherwise misused the Oregon Health Plan Medicaid Demonstration Project, DHR may disenroll the OMAP Member and other individuals in the OMAP Member's benefit group in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. Contractor shall not request disenrollment of an OMAP Member because of an adverse change in the OMAP Member's health or a need for health services. The effective date of disenrollment when requested by Contractor shall be the date specified by OMAP, subject to any appeal by the OMAP Member.
- (3) If requested by Contractor, in accordance with OAR 410-141-080, Oregon Health Plan Disenrollment from Prepaid Health Plans, because the OMAP Member is abusive to others or threatens or commits an act of physical violence and OMAP approves the request for disenrollment, all OMAP Members of the enrolled Benefit Group, as defined in OAR 461-110-110, may be disenrolled. The effective date of disenrollment shall be the date of Contractor's request for disenrollment, subject to any appeal by the OMAP Member.
- (4) If OMAP determines that the OMAP Member has sufficient Third Party Resources such that health care and services should be provided on a fee-for-service basis instead of on a prepaid capitated basis, DHR may disenroll the OMAP Member. The effective date of disenrollment shall be specified by OMAP and shall be the first of the month after OMAP determines the OMAP Member should be disenrolled except that OMAP may specify a retroactive effective date of disenrollment if the OMAP Member's third party coverage is through Contractor. If the OMAP Member appeals the disenrollment, all OMAP Members of the enrolled Benefit Group will remain enrolled in the Prepaid Health Plan until the appeal has been adjudicated.

- (5) If the OMAP Member has exhausted Contractor's nursing facility benefit and the OMAP Member remains in a nursing facility, the effective date of disenrollment shall be the day after the nursing facility benefit is exhausted, which may be retroactive.
- (6) If the OMAP Member moves out of Contractor's Service Area(s), the effective date of disenrollment shall be the date specified by OMAP, which may be retroactive up to one month prior to the month OMAP notifies Contractor.
- (7) If the OMAP Member is no longer eligible under the Oregon Health Plan Medicaid Demonstration Project, the effective date of disenrollment shall be the date specified by OMAP.
- (8) If the OMAP Member dies, the effective date of disenrollment shall be the date of death.

If DHR disenrolls an OMAP Member retroactively, any Capitation Payments received by Contractor after the effective date of disenrollment shall be an overpayment, which may be offset by any fee-for-service payments to which Contractor would be entitled under OMAP Rules for any Covered Services provided by Contractor to that OMAP Member after the effective date of disenrollment.

5. THIRD PARTY RESOURCES

- A. Contractor shall notify OMAP within 30 calendar days from the time that Contractor learns that an OMAP Member might have Third Party Resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to Contractor, such as the OMAP Member's policy number, dates of coverage, etc.
- B. Contractor may require OMAP Members to cooperate in securing Third Party Resources other than liability insurance, and, to the extent permitted by law, Contractor shall, when cost effective, collect such resources without regard to any payments received by Contractor under this Agreement. Contractor's collection of Third Party Resources is taken into consideration by OMAP in determining the Gross Capitation Rate.
- C. Contractor shall be responsible for maintaining records in such a manner so as to ensure that all monies collected from Third Party Resources on behalf of OMAP Members may be identified and reported to OMAP. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement.

6. **MARKETING**

Contractor shall obtain prior written approval from OMAP for all marketing activities directed to OMAP Recipients. Contractor shall provide to OMAP, for approval prior to use, the form and content of all written materials, including but not limited to public information releases and other informational material, pertaining to this Agreement. Contractor shall cooperate in developing a comprehensive explanation of the services available from Contractor under this Agreement.

Contractor shall ensure that OMAP Recipients are not intentionally misled about their options by Contractor staff, activities, or materials.

7. **OWNERSHIP**

Contractor shall notify OMAP of any changes in the ownership of Contractor and provide OMAP with the name(s) and address(es) of all owners of more than 5 percent of Contractor.

8. **AMENDMENTS**

Except as specifically permitted by this Agreement, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by the parties and signed by the Oregon Department of Justice as approved for legal sufficiency.

9. **TERMINATION**

A. This Agreement may be terminated under any of the following conditions:

- (1) This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days written notice.

If termination is initiated by Contractor, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Contractor shall promptly provide such disclosure to OMAP upon demand.

- (2) OMAP may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by OMAP, under any of the following conditions:

- (a) If OMAP funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if OMAP expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required by this Agreement.

- (b) If federal or state regulations or guidelines or HCFA waiver terms 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 proposed for payments under this Agreement.
- (c) If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (d) If OMAP determines that the health or welfare of OMAP Members is in jeopardy should this Agreement continue.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date when the obligations or liabilities result from Contractor's failure to provide for termination of, or right to terminate, its commitments.

- (3) OMAP may by written notice of default (including breach of contract) to Contractor terminate the whole or any part of this Agreement under the following conditions:
 - (a) If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof, or
 - (b) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failure within 10 days, or such longer period as OMAP may authorize.

B. In the event of termination of this Agreement, the following provisions apply:

- (1) Contractor shall ensure the orderly and reasonable transfer of OMAP Member care in progress, whether or not those OMAP Members are hospitalized.
- (2) If Contractor continues to provide services to a former OMAP Member after the date of termination, OMAP shall pay Contractor subject to OMAP rules on a fee-for-service basis if the former OMAP Member is an OMAP Recipient and not covered under any other OMAP prepaid plan. If Contractor chooses to provide services to a former OMAP Member who is no longer an OMAP Recipient, OMAP shall have no responsibility to pay for such services.

- (3) All terminations shall include a final accounting of Capitation Payments received and OMAP Members enrolled during the month in which termination is effective and shall be accomplished as follows:

- (a) Mid-month Termination. For a termination of this Agreement that occurs during mid-month, the Capitation Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Payments for the period of time prior to the date of termination and OMAP shall be entitled to a refund for the balance of the month.
- (b) Responsibility for Claims. Contractor is responsible for any and all claims from subcontractors or other providers, including Emergency Service providers, for Capitated Services provided prior to the termination date. Contractor shall promptly notify OMAP of any outstanding claims for which OMAP may owe, or be liable for, a fee-for-service payment, which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall supply OMAP with all information necessary for reimbursement of such claims.

10. FUNDS AVAILABLE AND AUTHORIZED

OMAP certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OMAP's current appropriation or limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon OMAP receiving sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, OMAP may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

11. DUAL PAYMENT

Except as specifically permitted by the Agreement, Contractor shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source including the federal government. Contractor shall immediately report any funds received by Contractor through activities arising under this Agreement.

12. GOVERNMENT STATUS

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon or of any government agency that participates in the Oregon Public Employees' Retirement System. Contractor shall be responsible for any

federal or state taxes applicable to payments made under this Agreement. Contractor shall not be eligible for any benefits from contract payments of federal Social Security, unemployment insurance, workers' compensation, or Public Employees' Retirement System, except as a self-employed individual.

13. SUCCESSORS IN INTEREST

The provisions of this Agreement shall not be binding upon or inure to the benefit of Contractor's successors in interest without OMAP's explicit written consent.

14. COMPLIANCE WITH STATE LAWS

Contractor shall comply with the conditions set out in all state and local laws applicable to the work under this contract, including ORS 279.312, 279.314, 279.316, 279.320, and 279.555, see below, which Contractor agrees shall apply to and govern the performance of this contract.

A. 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. 279.314 Condition concerning payment of claims by public officers.

- (1) Every public contract shall also contain a clause or condition that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- C. 279.316 Condition concerning hours of labor.
 - (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
 - (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
 - (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.
- D. 279.320 Condition concerning payment for medical care and providing workers' compensation.
 - (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.
- E. As required by ORS 279.555, in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.
- F. Notwithstanding any other provisions of this Agreement, including without limitation Part I, sections 5 and 7, Part II, section 8, and Exhibits C and D, Contractor's liability under this Agreement is subject to the limitations of Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

However, Contractor shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit A), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, section 10 of the Oregon Constitution. In the event that Contractor anticipates or determines that its responsibilities under this Agreement might or will violate Article XI, section 10 of the Oregon Constitution, Contractor shall immediately notify OMAP, and OMAP may, in its sole discretion, terminate this Agreement upon notice to Contractor or at some later date specified in the notice.

15. FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving Contractor, care may be deferred until after resolution of the labor dispute except in the following situations:

- (1) Care is needed for an emergency need.
- (2) Care is needed for an urgent need.
- (3) Care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than 60 days.

If a labor dispute disrupts normal execution of Contractor duties under this Agreement, Contractor shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to Contractor's attention.

16. HEADINGS/CAPTIONS

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

17. CONTROLLING STATE LAW/VENUE

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 Marion County, Oregon.

18. 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.

19. WAIVER

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

20. NON-DISCRIMINATION

Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

21. NOTICES

Any notice under this Agreement shall be deemed received the earlier of either the time of delivery or 2 days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:

To the address listed in the section of the Agreement captioned Contractor Information.

If to an OMAP Member:

To the latest address provided for the OMAP Member on an address list, enrollment or change of address form actually delivered to Contractor.

If to OMAP:

OMAP Director
Dept. of Human Resources
500 Summer St. N.E.
Salem, Oregon 97310-1014

22. SUBCONTRACTS/ASSIGNMENTS

- A. Subject to the provisions of this section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to OMAP for the timely and effective performance of its duties and responsibilities under this Agreement.
- B. Contractor shall not enter into any subcontract for performance of any work under this Agreement, or assign or transfer any of its interest in this Agreement or any claims arising therefrom, without OMAP's prior written approval, and subject to such conditions and limitations as OMAP may, in its sole discretion, deem necessary. OMAP may, in its sole discretion, approve model subcontracts provided by Contractor, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent. All subcontracts must meet the following requirements:
- (1) Be in writing and incorporate the applicable requirements of this Agreement, including but not limited to those requirements in Part II, Sections 23 through 28 inclusive.
 - (2) Clearly identify the work to be performed by the subcontractor and what of that work, if any, the subcontractor may further subcontract.
 - (3) In no way limit or terminate the legal responsibility of Contractor to OMAP. Contractor has primary responsibility to ensure that all work under this Agreement is properly performed in accordance with the contract provisions.
 - (4) Ensure that the requirements of 42 CFR Part 434 that are appropriate to the services or activity required under the subcontract are fulfilled.
 - (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any OMAP Member for Covered Services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.
- C. Unless OMAP waives this requirement in writing upon a showing that such agreements are not feasible, as determined by OMAP, Contractor shall enter into agreements with publicly funded agencies for those agencies to provide, at a minimum, the following services to OMAP Members:
- (1) Immunizations;
 - (2) Diagnosis and treatment of sexually transmitted diseases; and
 - (3) Diagnosis and treatment of other communicable diseases.

OMAP may, in its sole discretion, approve model subcontracts between Contractor and the publicly funded agency, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent.

23. ACCESS TO RECORDS AND FACILITIES

- A. Contractor and its subcontractors shall maintain financial, medical and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records other than medical records shall be retained by Contractor for at least 3 years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later. Retention of medical records is covered in OAR 410-141-180, Medical Recordkeeping.
- B. At all reasonable times, Contractor and its subcontractors shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly authorized representatives the right of access to its facilities and to its financial and medical records that are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and the capacity of Contractor to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- C. Subject to the requirements of 42 CFR Part 431, Subpart F, and ORS 411.320, Contractor and its subcontractors shall not use, release or disclose any information concerning an OMAP Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the OMAP Member, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to OMAP Member records understand and comply with this confidentiality provision.
- D. Contractor shall include the provisions of this section in all subcontracts and ensure that its subcontractors fully comply with these requirements.

24. INDEMNIFICATION

Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the

activities or omissions of Contractor or its subcontractors, agents or employees under this Agreement. To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of the Tort Claims Act, Contractor against liability for damage to life or property arising from OMAP's activities under this Agreement, provided the State shall not be required to indemnify Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor or its subcontractors.

25. PROFESSIONAL LIABILITY INSURANCE

Contractor shall ensure that all persons and entities performing services under this Agreement, except Oregon Licensed Direct Entry Midwives, for whom professional liability insurance is not required, obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300, is applicable and imposes lesser limitations, Contractor shall ensure coverage of not less than the amount of \$500,000 per person per incident and \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self-insurance with proof of same to be provided OMAP upon request.

26. TORT CLAIMS

Contractor and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. It is understood, however, that if Contractor subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent contractor of OMAP but may be subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

27. WORKER'S COMPENSATION COVERAGE

Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

28. ADDITIONAL FEDERAL REQUIREMENTS

A. Contractor certifies, to the best of Contractor's knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (4) Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify OMAP for any damages suffered by OMAP as a result of Contractor's failure to comply with the terms of this certification.
 - (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- B. If the sums payable to Contractor under this Agreement exceed \$100,000, Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).
- C. Contractor shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).
- D. If the sums payable to Contractor exceed \$10,000, Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by

Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- E. Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.

- F. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:

All laboratory testing sites providing services under this contract shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

- G. Contractor shall comply with all other applicable federal law.

Contractor shall include the provisions of subsections A - E and G of this section in all subcontracts and subsection F when subcontracting with a clinical laboratory.

- H. If Contractor lets any subcontracts, Contractor shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

29. DEFINITIONS

The terms in this Agreement have the same definitions as those terms in OAR 410-120-000 and OAR 410-141-000, except as follows:

- (1) **Agreement Year:** The period of time this Agreement is in effect.
- (2) **Ancillary Services:** Those services not identified by a condition/treatment pair on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, but Medically Appropriate to support a service that is identified by a condition/treatment pair on the list. Ancillary

Services are identified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services.

- (3) **Capitated Services:** Those Covered Services included in the categories of medical services that Contractor agrees to provide (see below for definition of "Provide") for a Capitation Payment under this Agreement (see Part I, Section 3A(1) of this Agreement).
- (4) **Capitation Payment:** The amount OMAP pays on a per Member per month basis to Contractor in advance of and as payment for the Member's actual receipt of services.
- (5) **Covered Services:** Those services described in Part I, Section 4, of this Agreement.
- (6) **Dental:**
 - (a) Services necessary to treat the condition(s) and provide the treatment(s) defined as covered under the OHP Benefit Package that are within the scope of practice of a dentist or denturist as defined under State Law, and provided by or under the supervision of a dentist.
 - (b) Dental services are subject to parameters of service limitations, if any, specified in the OHP Dental/Denturist Services provider guide.
 - (c) Dental services include those codes used by the actuary to develop the Dental Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (7) **Department of Human Resources (DHR):** The Oregon Department of Human Resources or any of its divisions or offices.
- (8) **DME and Medical Supplies:**
 - (a) Durable Medical Equipment (DME) is equipment that can stand repeated use and is primarily and customarily used to serve a medical purpose. Examples include wheelchairs, respirators, crutches, and custom built orthopedic braces.
 - (b) Medical Supplies are non-reusable items used in the treatment of illness or injury.

- (c) DME and Medical Supplies are subject to parameters of service limitations, if any, specified in the Durable Medical Equipment and Medical Supplies provider guide.
 - (d) DME and Medical Supplies include those codes used by the actuary to develop the DME and Medical Supplies category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (9) **Emergency Services:** Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Contractor's obligation to pay for Emergency Services that are received from providers other than Contractor or its subcontractors, is limited by Part I, Section 3.F of this Agreement.
- (10) **Enrollment Year:** A twelve-month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of OMAP Members who reenroll within one calendar month of disenrollment shall be counted as if there were no break in enrollment.
- (11) **Hearing Aids, Batteries, Nonphysician Services:**
 - (a) Audiometric exams, fitting of hearing aids and other audiometric services provided by an audiologist. Equipment or supplies provided by a licensed audiologist or a certified hearing aid dealer.
 - (b) Hearing Aids, Batteries, Nonphysician Services are subject to parameters of service limitations, if any, specified in the Speech-Language Pathology, Audiology and Hearing Aid Services and the Durable Medical Equipment and Medical Supplies provider guides.
 - (c) Hearing Aids, Batteries, Nonphysician Services include those codes used by the actuary to develop the Hearing Aids, Batteries, Nonphysician Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (12) **Home Health/Private Duty Nursing:**
 - (a) Items and services furnished to an individual by a Home Health Agency (See OAR 410-120-1100, OMAP General Rules, Definitions) and/or a

Private Duty Nurse (See OAR 410-120-1100, OMAP General Rules, Definitions) that are ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan Medicaid Demonstration Project.

- (b) Home Health/Private Duty Nursing services are subject to the parameters of service limitations, if any, specified in the Private Duty Nursing and Home Health Care provider guides.
- (c) Home Health/Private Duty Nursing services include those codes used by the actuary to develop the Home Health/Private Duty Nursing services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(13) **Inpatient Hospital Services:** Services received in a hospital setting:

- (a) Where the client is an inpatient, as defined in the Hospital Services provider guide,
- (b) Which are within the parameters of service limitations, if any, except that the Oregon Health Plan client is entitled to all Medically Appropriate inpatient hospital days of service, specified in the Hospital Services provider guide, and
- (c) Which are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis.

(14) **Inpatient Hospital - Acute Care Hospital Mental Health:** Are those services provided in an acute care hospital inpatient setting that are:

- (a) To provide care that is associated with a mental health or chemical dependency (including alcohol) condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis, and
- (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(15) **Inpatient Hospital - Basic:** Are those services provided in an inpatient hospital setting that include those codes used by the actuary to develop this service category for capitation rates listed in the "Oregon Health Plan Service Categories

for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (16) **Inpatient Hospital - Extended Care:** Are those services provided in a skilled nursing facility setting that are:
- (a) Subject to parameters of service limitations, if any, specified in the Nursing Facilities provider guide, and
 - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (17) **Inpatient Hospital - Family Planning:** Are those family planning services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on family planning services in the Hospital and Medical Surgical Services provider guides, and
 - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (18) **Inpatient Hospital - Maternity, Newborn & Neonatal ICU:** Are those maternity, newborn and neonatal ICU services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on maternity, newborn and neonatal ICU services specified in the Hospital and Medical Surgical Services provider guides, and
 - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (19) **Inpatient Hospital - Therapeutic Abortion:** Are those therapeutic abortion services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on therapeutic abortion services specified in the Hospital and Medical Surgical Services provider guides, and
 - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (20) **Mandatory Services:** Mandatory Services are: Physician - Basic, Physician - Maternity, Physician - Somatic Chemical Dependency, Physician - Somatic Mental Health, Outpatient Hospital - Basic, Outpatient Hospital - Maternity, Outpatient Hospital - Somatic Chemical Dependency, Outpatient Hospital - Somatic Mental Health, Prescription Drugs - Basic, Inpatient Hospital - Basic, Inpatient Hospital - Extended Care, Inpatient Hospital - Maternity, Newborn & Neonatal ICU, DME & Medical Supplies, Home Health/Private Duty Nursing, PT/OT - Nonphysician, Speech-Language Pathology - Nonphysician, Transportation - Ambulance, Vision Exams, Therapy, Materials, and Hearing Aids, Batteries, Nonphysician Services.
- (21) **Maternity Management:** Are those services that are:
- (a) Ancillary to maternity services that are a covered condition/treatment pair under the Oregon Health Plan,
 - (b) An expansion of the traditional medical prenatal services to include non-medical services which address social, economic and nutritional factors,
 - (c) Subject to parameters of service limitations, if any, specified in the Medical Surgical Services provider guide, and
 - (d) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (22) **Medical Card:** The identification card issued by OMAP upon determination of eligibility for Medical Assistance, specifying the managed care plan or practitioner with which the recipient is enrolled.

- (23) **Medically Appropriate:** Services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:
- (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
 - (b) Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
 - (c) Not solely for the convenience of an OMAP Member or a provider of the service or medical supplies; and
 - (d) The most effective of the alternative levels of service or medical supplies which can be safely provided an OMAP Member in Contractor's judgment.
- (24) **OMAP Member:** An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT.
- (25) **OMAP Recipient:** Any person properly receiving benefits under one or more of the medical assistance programs administered by OMAP. For purposes of this Agreement all OMAP Recipients must be eligible for services under the Oregon Health Plan Medicaid Demonstration Project.
- (26) **OMAP Rules:** Those administrative rules duly promulgated by OMAP under OAR Chapter 410. OMAP Rules are available in the General Rules and Provider Guides published by OMAP.
- (27) **Outpatient Hospital Services:** Services received in an outpatient hospital or ambulatory surgical center setting where:
- (a) The Outpatient Hospital Services are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
 - (b) The Oregon Health Plan client is not admitted to the facility as an inpatient, and
 - (c) Are subject to parameters of service limitations, if any, specified in the Hospital Services and the Ambulatory Surgical Services provider guides.
- (28) **Outpatient Hospital - Basic:** Are all Outpatient Hospital Services that are:
- Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and

any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (29) **Outpatient Hospital - Family Planning:** Are those family planning services provided in an outpatient hospital or ambulatory surgical center setting that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (30) **Outpatient Hospital - Maternity:** Are those maternity and newborn services provided in an outpatient hospital or ambulatory surgical center setting that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (31) **Outpatient Hospital - Somatic Chemical Dependency:** Are those somatic chemical dependency services provided in an outpatient hospital or ambulatory surgical center setting that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (32) **Outpatient Hospital - Somatic Mental Health:** Are those somatic mental health services provided in an outpatient hospital or ambulatory surgical center setting that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (33) **Outpatient Hospital - Therapeutic Abortion:** Are those therapeutic abortion services provided in an outpatient hospital or ambulatory surgical center setting that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(34) **Physician Services:** Are:

- (a) Services, including Emergency Services and preventive care services, provided within the scope of practice as defined under State Law, by or under the personal supervision of an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner, as described in the applicable provider guides. Physician Services include the professional and technical components of laboratory and X-ray services when not in an inpatient or an outpatient hospital setting,
- (b) Provided for a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis, and
- (c) Subject to parameters of service limitations, if any, specified in the applicable provider guides.

(35) **Physician - Basic:** Are physician services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(36) **Physician - Family Planning:** Are those family planning services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(37) **Physician - Maternity:** Are those maternity and newborn services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (38) **Physician - Somatic Chemical Dependency:** Are those somatic chemical dependency services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (39) **Physician - Somatic Mental Health:** Are those somatic mental health services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (40) **Physician - Therapeutic Abortion:** Are those therapeutic abortion services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which, were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (41) **Prescription Drugs:** Are:

- (a) Services and pharmaceuticals provided upon a practitioner's prescription order,
- (b) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan Medicaid Demonstration Project or are necessary for diagnosis,
- (c) Provided by a pharmacy that is not dispensing the service and pharmaceutical as an incurred cost in an inpatient hospital admission, and
- (d) Subject to parameters of service limitations, if any, specified in the Pharmacy Services provider guide or are provided by a Prepaid Health Plan as medically indicated.

- (42) **Prescription Drugs - Basic:** Are those prescription drugs that are:

- (a) Other than those prescribed for family planning or mental health and chemical dependency, and

- (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (43) **Prescription Drugs - Family Planning:** Are those family planning drugs that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (44) **Prescription Drugs - Mental Health and Chemical Dependency:** Are those mental health and chemical dependency drugs that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (45) **Provide:** To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OMAP Member.

- (46) **PT/OT - Nonphysician:** Are those physical therapy and occupational therapy services that are:

- (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
- (b) Provided by, or under the direct supervision of, a licensed physical therapist or occupational therapist,
- (c) Subject to parameters of service limitations, if any, specified in the PT/OT provider guide,
- (d) Not provided in an outpatient hospital setting, and
- (e) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology

used to calculate the annual, actuarially determined, trend factors during that period.

- (47) **Speech-Language Pathology - Nonphysician:** Are those speech-language pathology services that are:
- (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
 - (b) Provided by, or under the direct supervision of, a licensed speech-language pathology therapist,
 - (c) Subject to parameters of service limitations, if any, specified in the Speech-Language Pathology provider guide,
 - (d) Not provided in an outpatient hospital setting, and
 - (e) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (48) **Third Party Resources:** Those payments, benefits or resources available from certain categories of resources, including but not limited to the following:
- (a) Under a federal or state worker's compensation law or plan;
 - (b) For items or services furnished by reason of membership in a prepayment plan;
 - (c) For items or services provided or paid for directly or indirectly by a health insurance plan;
 - (d) For items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as:
 - (A) Veteran's Administration;
 - (B) Armed Forces Retirees and Dependent Act (CHAMPVA);
 - (C) Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS); and
 - (D) Medicare Parts A and B
 - (e) To OMAP members who are eligible for services under another state's Title XIX or state-funded Medical Assistance program; or

(f) Through other community resources.

(49) **Transportation Services:** Are medical transportation services that are:

- (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or necessary for diagnosis, and
- (b) Subject to parameters of service limitations, if any, specified in the Medical Transportation Services provider guide.

(50) **Transportation - Ambulance:** Are those emergency and nonemergency ambulance transportation services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(51) **Transportation - Other:** Are those nonambulance related transportation services and covered food and lodging services that are:

Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(52) **Triage Services:** Those services necessary to assess an OMAP Member's condition and to direct the OMAP Member to the most appropriate setting for Medically Appropriate care.

(53) **Urgent Services:** Covered Services required in order to prevent a serious deterioration of an OMAP Member's health that results from an unforeseen illness or an injury and Covered Dental Services required to alleviate severe pain. Services that can be foreseen are not considered Urgent Services.

(54) **Vision Exams, Therapy, Materials:** Are those vision services that are:

- (a) Either defined by or are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or necessary for diagnosis,
- (b) Subject to parameters of service limitations, if any, specified in the Visual Services and Medical Surgical provider guides, and

- (c) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

EXHIBIT A

Solvency Plan and Financial Reporting

Contractor's financial solvency assurances for OMAP under this Agreement are specified below. Contractor shall provide assurance of solvency through maintenance of the restricted reserve fund as specified in subsection 1., below. Contractor shall provide annual and quarterly utilization and financial information as specified in subsections 2. through 5., below.

1. Contractor shall establish and maintain a restricted reserve fund in the amount of \$250,000.

Contractor shall provide evidence of compliance with this subsection to OMAP within 60 calendar days of the end of each report quarter by filing Report A1., Restricted Reserves, attached to this EXHIBIT.

2. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, Contractor shall provide information on catastrophic expenses of OMAP Members on a quarterly basis. This information shall be provided on Report A2., OMAP Members Approaching or Surpassing Stop-Loss Deductible, attached to this EXHIBIT. This information shall be sent to OMAP within 60 calendar days of the end of the report quarter.
3. Contractor shall provide the utilization and enrollment information, using Reports A3. through A6., attached to this EXHIBIT, on a quarterly basis within 60 calendar days of the end of the quarter.
4. Contractor shall provide an annual audited statement of financial information, to include information specified in Reports A7. through A8., attached to this EXHIBIT, within six months of the end of each calendar year(s) that this Agreement is in effect. The first report shall cover the period January 1, 1994 through December 31, 1994. Contractor shall use the definitions in the reports or the current National Association of Insurance Commissioners (NAIC) "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested.

Contractor may provide this information by submitting audited Reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement

for Health Maintenance Organizations".

5. Contractor shall provide quarterly statements of financial information, specified in Reports A9. through A12., attached to this EXHIBIT, within 60 calendardays of the end of each quarter during the calendar year(s) that this Agreement is in effect. Contractor shall use the definitions in the reports or the current National Association of Insurance Commissioners (NAIC) "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested.
6. All information to be reported by Contractor under the requirements of this EXHIBIT shall be sent to:

Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer Street N.E.
Salem, OR 97310-1014

SOLVENCY PLAN AND FINANCIAL REPORTING

DEFINITIONS AND REPORTS A1 - A12

SUBMITTAL:

Please submit the General Information and Certification sheet, A1, A2, A3, A4, A5 and A6 on a quarterly basis within 60 calendar days of the end of the calendar quarter.

Please submit A7 and A8 within six months after the end of the calendar year.

Please submit A9, A10, A11 and A12 on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO:

Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer St. NE
Salem, Oregon 97310-1014

If you have any questions or want the reports and definitions on diskette, please call the Financial Reporting Coordinator at (503) 945-6959.

General Definitions

Annual audited statement of financial information - the report containing financial statements and other important information, which is prepared using the NAIC "Annual Statement Instructions for Health Maintenance Organizations" definitions and processes.

Catastrophic expense information - narrative documenting increased incidence in expenses at or over the stop-loss protection level specified in Part I, Section 1 of the OHP Agreement.

Certification - statement signed by Contractor or its representative attesting to the accuracy of the reported information.

Contractor - a Prepaid Health Plan that contracts with OMAP to provide services under the Oregon Health Plan.

Corporate - owned by a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005.

Enrollment Year - A twelve month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of OMAP Members who re-enroll within a calendar month of disenrollment shall be counted as if there were no break in enrollment.

Financial information typically computed on a total corporate business only shall be apportioned to reflect the proportion of corporate business that is reflected by the total OMAP Member capitation payment during the quarter - allocation of financial information by the direct method which allocates costs by departments ignoring any services rendered by department to each other and assumes no reciprocal services exist.

Financial reporting - accounting information used to show significant relationships about the resources belonging to a company and the sources of these resources that facilitates comparisons from period to period and among lines of businesses or companies.

Financial solvency - the collection of resources belonging to a company and the sources of these resources or claims on them at a particular point of time

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

Oregon Health Plan business - activities that Contractor performs that relate to the Medicaid demonstration project called the Oregon Health Plan.

National Association of Insurance Commissioners (NAIC) - an organization which develops standardized procedures and definitions used by the insurance industry.

NAIC "Annual Statement for Health Maintenance Organizations" - the model reporting provisions referred to in ORS 731.493.

NAIC "Annual State Instructions for Health Maintenance Organizations" - the accounting guidelines and annual statement instructions relating to health maintenance organizations published periodically by NAIC.

General Definitions (continued)

NAIC reports #1 through #4 - the model contracting provisions that are labeled NAIC Report #1 Assets, Liabilities and Net Worth; Report #2 Statement of Revenue, Expenses and Net Worth; Report #3 Statement of Cash Flow (Direct Method); Report #4 Enrollment and Utilization Table. These reports by reference include the Notes to the Financial statements and instructions.

Provide quarterly - submitted four times a calendar year with information compiled over three months (i.e., January-March information submitted by May 31st; April-June information submitted by August 31st; July-September information submitted by November 30th; October-December information submitted by February 28th).

Receipt of the appeal - the date that the appeal document is delivered to OMAP, Analysis and Evaluation Subunit and is date-stamped.

Receipt of the information - the date that the information is delivered to OMAP, Analysis and Evaluation Subunit and is date-stamped.

Report period - the period of time the information in each report covers. This period is derived from the requirements found in the OHP Agreement, Exhibit A and Part I, Section 1. Use only those claims paid in the report period. The date a claim is paid is determined by the claims paid date or by the encounter data process date.

Stop-Loss deductible - the amount of stop-loss protection obtained by Contractor to meet the requirement in the OHP Agreement, Part I, Section 1.

Stop-loss protection - protection against catastrophic expenses either provided through OMAP or through another party.

General Information and Certification

I. General Information

- A. Contractor _____
- B. Address _____

- C. Prepared by _____
- D. Phone Number _____

II. Certification

I certify that the information provided in these reports is accurate to the best of my knowledge.

Signed _____

Title _____

Date _____

Report A1: Restricted Reserves

General - Contractor must provide the base data used to determine the average monthly fee-for-service liability for Capitated Services if the restricted reserve level in OHP Agreement, Exhibit A, Section 1.a is less than \$250,000.

Adjusted Medical Loss Ratio - the result when Total Medical and Hospital Expenses is divided by Total Revenues adjusted for any subcapitation or salaried medical expenses.

Average Monthly Fee-For-Service Liability for Capitated Services - the cost of health care services that are offered by Contractor to OHP Members that would be owed to creditors in the event of Contractor's insolvency. These are expenditures for health care services for which Contractor is at risk and will vary in type and amount. These services may include out-of-area services, primary care services, referral services, and hospital services.

Determination of the cost is based on the usual and customary fee schedule of Contractor and is developed for the anticipated Capitated Services liability. Anticipated monthly non-service liabilities (such as insolvency insurance, hold harmless contracts liabilities, regulated and non-regulated guarantees liabilities, and other liabilities) are not included.

The fee-for-service liability is based on the medical loss ratio applied to the total capitation payments for OMAP Members in the plan in a month. The medical loss ratio is based on medical claims expenses. Any subcapitation or salaried medical expenses are to be excluded from the unadjusted medical loss ratio. The formula is [(monthly capitation rate*monthly enrollees)*medical loss ratio]. The medical loss ratio may be either adjusted or unadjusted.

Capitation Rate - the amount OMAP pays on a per member per month basis to Contractor in advance of and as payment for the OMAP Member's actual receipt of services.

Detailed financial records - records that are used to develop the average monthly fee-for-service liability for Capitated Services.

Evidence of compliance of restricted reserve maintenance - a copy of the certificate of deposit from the third party holding the restricted reserve funds and a statement showing the level of funds.

All contractors have to show that a restricted account has the amount specified in the OHP Agreement, Exhibit A, Section 1.a, and have to identify the third-party holding the account. A contractor who is a licensed insurance company meeting the requirements of ORS 733.080 does not have to set up a specific OHP Restricted Reserve Account.

Each contractor needs to decide on a financial institution in which to set up the restricted reserve account. Then the contractor applies to the institution. OMAP has developed a model depository agreement that the contractor may use to discuss the restricted reserve with the financial institution. Contact OMAP for a copy of the model agreement.

Initial restricted reserve fund - the restricted reserve fund balance as of the beginning of the report period.

Monthly Enrollees - the number of OMAP Members eligible for full month added to the number of OMAP Members enrolled for less than the full month.

Provide quarterly - submitted four times a calendar year with information compiled over three months (i.e., January-March information submitted by May 31st; April-June information submitted by August 31st; July-September information submitted by November 30th; October-December information submitted by February 28th).

Restricted reserve fund - a fund held by a third party whereby funds are deposited into the account for use only in the event of Contractor's insolvency.

Report A1. RESTRICTED RESERVES

Contractor _____

Report Period _____ through _____

I. Restricted Reserves Level

1. In the Agreement signed between OMAP and Contractor, what level of restricted reserves is identified in the OHP Agreement, Exhibit A, Section 1.a.? _____
 2. Attach a copy of the certificate of deposit from the third party holding the restricted reserve funds and the current statement showing the level of funds and a copy of the depository agreement requiring notification to OMAP of fund withdrawal prior to fund withdrawal.
- II. If the restricted reserve level is less than \$250,000, provide the base data used to determine the average monthly fee-for-service liability for capitated services.

Month in Quarter	Eligibility Category	Capitation Rate	Monthly Enrollees	Medical Loss Ratio	Average Monthly Fee-For-Service Liability for Capitated Services
1st Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
2nd Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
3rd Month	OHP Eligibles				
	PLM Adults				
	PLM Children				
	GA Recipients				
AVERAGE ACROSS THREE MONTHS					

Report A2: OMAP Members Approaching or Surpassing Stop-Loss Deductible

General - Only contractors who chose to obtain stop-loss through OMAP need to fill out this report.

Previous Quarter - the quarter prior to the current report quarter.

Report Quarter - the current report quarter.

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

1. Number of OMAP Members with Costs within 20% of Stop-Loss Deductible - number of OMAP Members whose costs on approved health care claims are between 80 percent and 100 percent of the deductible amount found in the OHP Agreement, Part I, Section 1.

2. Number of OMAP Members with Costs Surpassing Stop-Loss Deductible - number of OMAP Members whose costs on approved health care claims equal or are greater than the deductible amount found in the OHP Agreement, Part I, Section 1.

3. Number of OMAP Members with Costs Greater than \$100,000 - number of OMAP Members whose costs on approved health care claims equal or are greater than \$100,000.

Costs Surpassing Stop-Loss Deductible - an amount computed on the basis of the OMAP fee-for-service rates in effect on the dates of services. These rates are found on the OMAP fee schedule for each HCPCS/CPT code and type of service code.

Report A2. OMAP MEMBERS APPROACHING OR SURPASSING STOP-LOSS DEDUCTIBLE

Contractor _____

Report Period _____ through _____

Only contractors who have chosen to obtain stop-loss through OMAP need to fill out this report.

	Previous Quarter	Report Quarter
1. Number of OMAP Members with Costs within 20% of Stop-Loss Deductible		
2. Number of OMAP Members with Costs Surpassing Stop-Loss Deductible		
3. Number of OMAP Members with Costs Greater than \$100,000		

Report A3: Oregon Health Plan Utilization Overview

Total OMAP Member Months - the sum of the enrollment of OMAP Members in the prepaid health plan for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.

Number of Days - the unduplicated count of the incurred inpatient days paid for the report period.

Incurred Inpatient Days - the number of days spent by an OMAP Member admitted to the hospital before midnight and listed on the following day's census.

Number of OMAP Members - the number of OMAP Members discharged from the inpatient unit.

OMAP Member - An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement.

Estimated Rate per 1000 OMAP Members per Year - a calculation determining the rate of service use by dividing the number of health care services which were paid for in the report period by the number of OMAP Member months in the report period and then multiplying that dividend by 1000. The rate per 1000 OMAP Members per year is then determined by using the current quarter's figures and projecting those figures to the anticipated yearly rate.

Total Medical Cost - the total medical expenses less copayments, coordination of benefits (COB) and subrogation. This amount is the total charges paid. Include all medical costs such as room and board or any other miscellaneous charges.

Per Capita Cost - the total medical expenses less copayments, COB and subrogation divided by the total OMAP Member months in the report period.

1. **Obstetrics** - inpatient hospital unit which provides obstetric, birthing, labor and delivery services. Use services coded with revenue center codes 112, 122, 132, 142 or 152. Only count the mother's utilization.
2. **Nursery** - inpatient hospital unit which provides nursery services other than neonatal intensive care. Use services coded with revenue center codes 170, 171, 172 or 179.
3. **Neonatal Intensive Care** - inpatient hospital unit which provides neonatal intensive care services to neonates and/or babies. Use services coded with revenue center code 175.
4. **Pediatrics** - inpatient hospital unit which provides care for children. Exclude newborns. Use services coded with revenue center codes 113, 123, 133, 143 or 153.
5. **Medical/Surgical** - inpatient hospital unit that provides general medical/surgical services. Use either services coded DRG 001-369, 392-423, 439-503 or with revenue center codes 110, 111, 120, 121, 130, 131, 140, 141, 150, or 151.
6. **Intensive Care** - inpatient hospital unit that provides intensive care, critical care or a combination of intensive/critical care services. Use services coded with revenue center codes 200, 201, 202, 203, 204, 206, 207, 208, or 209.
7. **Other** - all other inpatient hospital units not described above that provide medical/surgical, rehabilitative, or other inpatient services. Use services coded with revenue center codes 114, 115, 117, 118, 119, 124, 125, 126, 127, 128, 129, 134, 135, 136, 137, 138, 139, 144, 145, 146, 147, 148, 149, 154, 155, 156, 157, 158, 159, 160, 164, 167, 169, 210, 211, 212, 213, 214, 219, 235, or the 65x series. Include information for those members with the global packaging, non-standard revenue center codes of 100 or 109. Do not include the 72x revenue center codes.
8. **Total** - the summary calculation for each of the five columns in the table: total number of days, total number of OMAP Members, estimated rate per 1000 OMAP Members per year for inpatient services, the total medical cost, and the total per capita cost. See definitions above for clarification.

Report A3. OREGON HEALTH PLAN UTILIZATION OVERVIEW

Contractor _____

Report Period _____ through _____

I. Inpatient Utilization

A. Report the total OMAP Member months during the report period. _____

B. Provide the number of inpatient days, the number of OMAP Members incurring the inpatient days, the estimated rate per 1000 OMAP Members per year, the total medical cost, and the total per capita cost.

Inpatient Unit	Number of Days	Number of OMAP Members	Estimated Rate per 1000 OMAP Members per Year	Total Medical Cost	Per Capita Cost
1. Obstetrics					
2. Nursery					
3. Neonatal Intensive Care					
4. Pediatrics					
5. Medical/Surgical					
6. Intensive Care					
7. Other Units					
8. TOTAL					

Report A3: Oregon Health Plan Utilization Overview (continued)

Number - the unduplicated count of either a visit or a dispensing.

9. Emergency Room Visits - OMAP Member face-to-face contact with a health care practitioner in the area in a hospital dedicated to providing emergency services. These are outpatient hospital services. Do not report emergency room visits if the OMAP Member was admitted directly to inpatient care from the emergency room. Report visits coded with revenue center codes 450 or 459. If visit is coded with revenue center code 510 and physician CPT code 99281-99285, count that visit as an emergency room visit.

10. Total Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided at least one OHP-covered service. Services are defined by 1) CPT4 Codes equalling 90000-90080, 99201-99215, 99381-99429, and 99432; or 2) HCPCS code equalling 1000N, 1010N, 1015N, 1020N, 1030N, 1040N, 1050N, 1060N, 1070N, 1080N, A2000, M0009 or Y0005; or 3) contact where provider is a Rural Health Clinic, a Federally Qualified Health Center, an Indian Health Care Center or a Public Clinic. Includes visits reported on Line 11 and Line 12. Include visits that would be billed to OMAP, in a fee-for-service environment, using the provider number of an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, a physician assistant or a nurse practitioner.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

11. Primary Care Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided services performed by a primary care practitioner or by his or her staff in which the practitioner supervises, coordinates, and provides care within his or her scope of practice. Other services include initiating referrals for care outside his or her scope of practice, consultations and specialist care, and assuring the continuity of medically necessary patient care.

Primary Care Physicians are physicians whose practice type is Family Practice, General Practice, Internal Medicine, Pediatrics, or Obstetrics/Gynecology.

12. Specialist Physician Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided services performed by a physician other than a primary care practitioner. Under most circumstances, these services would be performed by physicians to whom the OMAP Member has been referred by his or her primary care practitioner. Ancillary services (defined in OAR 410-141-480) should not be included here.

13. Dental Office Visits - face-to-face contacts during which an OMAP Member was provided dental services, including routine dental care, dental case management and emergency dental services provided as Capitated Services under the Oregon Health Plan. Only count visits. Do not count number of services provided during a face-to-face contact.

14. Prescription Drug Dispensings - drug prescriptions filled, including over-the-counter drugs. Only report covered services, including drugs. "Over-the-counter" drugs are a covered service if medically indicated for a covered condition/treatment pair.

Report A3. OREGON HEALTH PLAN UTILIZATION OVERVIEW (continued)

Contractor _____

Report Period _____ through _____

- II. Indicate the number of visits or dispensings, the number of OMAP Members incurring that claim, the estimated rate per 1000 OMAP Members per year, the total medical cost, and the per capita cost.

	Number	Number of OMAP Members	Estimated Rate per 1000 OMAP Members per Year	Total Medical Cost	Per Capita Cost
9. Emergency Room Visits					
10. Total Physician Office Visits					
11. Primary Care Physician Office Visits					
12. Specialist Physician Office Visits					
13. Dental Office Visits					
14. Prescription Drug Dispensings					

Report A4: OHP Dental Service Utilization

Number - the unduplicated count of the variable.

1. **OMAP Members at Quarter-End** - the number of OMAP Members Contractor was capitated for in last month of the report period.
2. **OMAP Members Eligible for Full Quarter** - the number of individual OMAP Members who were enrolled with Contractor for all months of the report period.
3. **Unduplicated OMAP Members During Quarter** - the number of OMAP Members eligible for full quarter added to the number of OMAP Members enrolled for less than the full report period.
4. **OMAP Member Months in Quarter** - the sum of the enrollment with Contractor for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.
5. **OMAP Member Dental Visits** - total number of face-to-face contacts during which the OMAP Member was provided dental services, including routine dental care, dental case management and emergency dental services provided as Capitated Services under the Oregon Health Plan. Only count visits. Do not count number of services provided during a face-to-face contact.
6. **OMAP Members Receiving Preventive Services** - number of OMAP Members who received one or more preventive dental services in the report period.

Preventive Dental Services - diagnostic and preventive dental procedure codes defined on pp. 27-29 of the Dental/Denturist Guide (2/1/94). Use American Dental Association Dental Procedures and Nomenclature (CDT-1) procedure codes 00110, 00120, 00130, 00210, 00220, 00230, 00240, 00250, 00260, 00270, 00272, 00274, 00290, 00310, 00320, 00321, 00322, 00330, 00340, 00415, 00501, 00502, 01110, 01120, 01201, 01203, 01351, 01510, 01515, 01520, 01525, or 01550.

7. **OMAP Members Receiving Corrective Services** - number of OMAP Members who received at least one corrective dental service in the report period.

Corrective Dental Services - dental procedure codes defined on pp. 30-45 of the Dental/Denturist Guide (2/1/94). Use CDT-1 procedure codes 02110 through 09999.

8. **OMAP Members Receiving Both Preventive and Corrective Services** - number of OMAP Members who received at least one preventive service and at least one corrective service during the report period. Note: OMAP Members counted here may be the same OMAP Members counted on Line 6 and Line 7.
9. **OMAP Members Receiving No Services** - number of OMAP Members who received neither preventive nor corrective dental services in the report period.

Report A4. OHP DENTAL SERVICE UTILIZATION

Contractor _____

Report Period _____ through _____

Provide utilization and OMAP Member information for dental services provided during the report period.

	Number
1. OMAP Members at Quarter-End	
2. OMAP Members Eligible for Full Quarter	
3. Unduplicated OMAP Members During Quarter	
4. OMAP Member Months in Quarter	
5. OMAP Member Dental Visits	
6. OMAP Members Receiving Preventive Services	
7. OMAP Members Receiving Corrective Services	
8. OMAP Members Receiving Both Preventive and Corrective Services	
9. OMAP Members Receiving No Services	

REPORT A5: OHP Office Visit and Delivery Statistics

Number - the unduplicated count of the variable.

1. OMAP Members at Quarter-End - the number of OMAP Members Contractor was capitated for in last month of the report period.
2. OMAP Members Eligible for Full Quarter - the number of individual OMAP Members who were enrolled with Contractor for all months of the report period.
3. Unduplicated OMAP Members During Quarter - the number of OMAP Members eligible for full report period added to the number of OMAP Members enrolled for less than the full report period.
4. OMAP Member Months in Quarter - the sum of the enrollment with Contractor for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth.
5. OMAP Member Office Visits - OMAP Member face-to-face contact with physician during which the OMAP Member was provided at least one OHP-covered service. Services are defined by 1) CPT4 Codes equalling 90000-90080, 99201-99215, 99432, 99381-99397, 99401-99429 and 99432; or 2) HCPCS code equalling 1000N, 1010N, 1015N, 1020N, 1030N, 1040N, 1050N, 1060N, 1070N, 1080N, A2000, M0009 or Y0005; or 3) contact where provider is a Rural Health Clinic, a Federally Qualified Health Center, an Indian Health Care Center or a Public Clinic.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

6. OMAP Members Receiving Primary Care Services, including Preventive Services - number of OMAP Members who received at least one primary care service during the report period.

Primary Care Services - services performed by a primary care practitioner or by his or her staff in which the practitioner supervises, coordinates, and provides care within his or her scope of practice. Other services include initiating referrals for care outside his or her scope of practice, consultations and specialist care, and assuring the continuity of medically necessary patient care.

Preventive Services - Services performed that may prevent the occurrence of a future medical problem. These services include routine evaluation and management of adults and children when these services are performed in the absence of patient complaints, risk factor reduction interventions or immunization. Preventive Services are defined by 1) CPT codes 99381 through 99387, 99401-99429, 90700-90749, 99381-99397, and 99432 or 2) if provider type is CR, DC, DS, IH, MD, ND, NP, or PB and ICD9 diagnosis code is 779.8, 799.9, V01-V07.9, V10-V19.8, V41-V41.9, V60-V65.9, V70, V70.0, V70.9, V71, V71.1-V72.3, V72.8-V72.9, V73-V78.9 or V80-V82.9.

7. OMAP Members Receiving Specialist Services - Number of OMAP Members who received at least one service from a specialist physician during the report period.

Specialist Services - Services performed by a physician other than a primary care practitioner. Under most circumstances, these services would be performed by physicians to whom the OMAP Member has been referred by his or her primary care practitioner. Ancillary services (defined in OAR 410-141-480) should not be included.

8. OMAP Members Receiving Both Primary and Specialist Services - number of OMAP Members who received at least one primary care service and at least one specialist service during the report period. OMAP Members counted here may also be counted on Line 6 and Line 7.

9. OMAP Members Receiving No Services - number of OMAP Members who did not receive any services during the report period.

Report A5. OHP OFFICE VISIT AND DELIVERY STATISTICS

Contractor _____

Report Period _____ through _____

I. General Office Utilization

Report the medical utilization of OMAP Members during the report period.

	Number
1. OMAP Members at Quarter-End	
2. OMAP Members Eligible for Full Quarter	
3. Unduplicated OMAP Members During Quarter	
4. OMAP Member Months in Quarter	
5. OMAP Member Office Visits	
6. OMAP Members Receiving Primary Care Services, including Preventive Services	
7. OMAP Members Receiving Specialist Services	
8. OMAP Members Receiving Both Primary and Specialist Services	
9. OMAP Members Receiving No Services	

Report A5: OHP Office Visit and Delivery Statistics (continued)

10. OMAP Members Receiving Preventive Services by Age Groups: less than 1 year, 1-4 years, 5-9 years, 10-14 years, 15-19 years, 20-44 years, 45-64 years, 65+ years and Total - number of OMAP Members categorized by census age cohorts who received at least one preventive service.

11a. Normal Deliveries - deliveries resulting in births billed 1) with ICD9 diagnosis codes 640 series, 642.31, 643 series, 644.21, 645.01, 646 series, 648 series, or 650-676 series with no complicating operating room procedures or 2) with CPT4 codes 59400-59414 and no additional CPT4 codes ranging from 10040-58999 and from 60000-99199 or 3) with DRG code 373.

11b. Cesarean Section - deliveries resulting in births billed 1) with ICD9 procedure codes 74-74.99 or CPT4 codes 59510-59525 or 2) with DRG code 370 or 371.

11c. Other - deliveries resulting in births billed with: 1) DRG code 374 and ICD9 procedure codes 74.0, 74.1, 74.2, 74.4, 74.99; or 2) DRG code 375 and ICD procedure codes 38.7, 39.98, 39.99, 40.24, 40.3, 48.79, 49.46, 54.11, 54.21, 66.62, 67.1, 67.2, 67.3, 67.62, 68.0, 68.3, 68.4, 68.5, 68.6, 68.7, 68.9, 69.11, 69.41, 69.49, 69.95, 70.12, 70.23, 70.29, 70.32, 71.22, 71.23, 71.24, 71.29, 73.94, 74.3, 75.36, 75.52, 75.93, 75.99; or 3) DRG code 372 and complicating principal or secondary diagnosis codes in the 641-642 series, 647-648 series, 659.31, 666-675 series or complicating operating room ICD9 procedure codes: 48.71, 49.59, 67.5, 67.61, 67.69, 70.13, 70.14, 70.24, 70.31, 70.33, 70.71, 70.79, 71.0, 71.1, 71.3, 71.71, 71.79, 73.99, 75.5, 75.51, 75.61; or 4) CPT4 codes 59400-59414 or 59510-59525 and additional CPT4 codes ranging from 10040-58999 and from 60000-99199.

11. Total - the sum of Normal, Cesarean-Section, and Other deliveries.

Report A5. OHP OFFICE VISIT AND DELIVERY STATISTICS (continued)

Contractor _____

Report Period _____ through _____

II. Member Utilization of Preventive Services and Delivery Services

Report the utilization of OMAP Members using preventive services by age group and OMAP Members having deliveries during the report period.

	Number
10. OMAP Members Receiving Preventive Services by Age Group:	
a. Less than 1 year	
b. 1-4 years	
c. 5-9 years	
d. 10-14 years	
e. 15-19 years	
f. 20-44 years	
g. 45-64 years	
h. 65+ years	
TOTAL	
11. Deliveries Performed	
a. Normal	
b. Cesarean-Section	
c. Other	
TOTAL	

Report A6: Current Member Enrollment

General - Use the primary insurance to define which policy type (Group, Medicare, Individual, etc.) is associated with the member. Report the number of members currently enrolled on the last day of the reporting period. Use a client's primary coverage to determine what policies cover that client. That is, if you are their secondary or third party, do not count them as your member.

- 1. Members with Group Policies** - the number of unduplicated members who are enrolled in group policies where the premiums are determined as a group rate. Excludes members counted in other lines.
- 2. Members with Medicare Policies** - the number of unduplicated members who are enrolled in Medicare policies. Excludes members counted in other lines.
- 3. OMAP Members** - the number of OMAP Recipients enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT, of the OHP Agreement. Excludes members counted in other lines.
- 4. Medicaid Members Other than OMAP Members** - the number of members whose health care costs are covered by Medicaid but are not OMAP Members. Excludes members counted in other lines.
- 5. Members with Individual Policies** - the number of members whose health care premiums are paid by an individual. Excludes members counted in other lines.
- 6. Other Members** - all other members who do not fall into one of the previous mentioned categories. Excludes members counted in other lines.
- 7. Total Members** - the total number of unduplicated members enrolled with Contractor. If a member is covered by more than one program, that member should only be counted once.

Report A6. CURRENT MEMBER ENROLLMENT

Contractor _____

Report Period _____ through _____

Provide general membership information for your corporate business.

	Number
1. Members with Group Policies	
2. Members with Medicare Policies	
3. OMAP Members	
4. Medicaid Members other than OMAP Members	
5. Members with Individual Policies	
6. Other Members	
7. TOTAL MEMBERS	

Report A7: Audited Yearly Balance Sheet of Corporate Totals

Audited - the process whereby a statement is certified by the inclusion of the statement of a qualified health maintenance organization actuary setting forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items in accordance with the description of Actuarial Certification found on page 5-8 of the NAIC "Annual Statement Instructions, Health Maintenance Organization".

Yearly - submitted within six months of the end of the calendar year with financial information compiled from January 1 through December 31st (i.e., submitted by June 30th).

Corporate Total - total financial information for a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005. Any prepaid health plan not a corporation must report its total prepaid health plan business in the column labeled Corporate Total.

Balance Sheet - a financial statement that shows the financial position of a business at a particular date that has been developed according to NAIC standards. Report only covered liabilities. Use statutory accounting rules found in Insurance Code Chapter 733.

1. **Cash and Cash Equivalents** - cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 days or less from date of purchase.
2. **Short-Term Investments** - investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Premiums Receivable** - gross amounts collectible from premiums receivable (groups or individuals who receive services from Contractor, less the amount accrued for premiums determined to be uncollectible), from investment income (income earned on investments but not received), and health care receivables (other sources, less the amounts accrued for receivables determined to be uncollectible during the period).
4. **Investment Income Receivables** - income earned on investments but not received
5. **Health Care Receivables** - gross amounts collectible from other sources, less the amount accrued for receivables determined to be uncollectible during the period. Includes fee-for-service, COB, subrogation, copayments, reinsurance recoveries and non-affiliated provider receivables.
6. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
7. **Other Current Assets** - other current assets, such as aggregate write-ins for current assets found on NAIC Report #1.
8. **TOTAL CURRENT ASSETS** - the sum of Line 1 through Line 7.
9. **Restricted Cash and Other Assets** - assets restricted for statutory insolvency requirements held for contract, reserves including cash, securities, receivables, etc.
10. **Long-Term Investments** - investments with a maturity longer than one year from date of purchase or no stated maturity date.
11. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
12. **Other Assets** - other assets, such as aggregate write-ins for other assets found on NAIC Report #1.
13. **TOTAL OTHER ASSETS** - the sum of Line 9 through Line 12.
14. **Land, Building and Improvements** - real estate owned by Contractor, buildings owned by Contractor, improvements made to Contractor-owned buildings, and building or improvements in progress or under construction.
15. **Furniture and Equipment** - medical equipment, office equipment, computer hardware and software (where permitted), and furniture owned by Contractor.
16. **Leasehold Improvements** - improvements to facilities not owned by Contractor. Provide gross amount, less amortization.
17. **Other Property and Equipment** - other tangible, fixed assets of a long-term nature used in the continuing operation of the business, including land, building, building improvements, furniture, equipment and leasehold improvements not included above.
18. **TOTAL PROPERTY AND EQUIPMENT** - the sum of Line 14 through Line 17.
19. **TOTAL ASSETS** - the sum of Line 8, Line 13, and Line 18.

Report A7. AUDITED YEARLY BALANCE SHEET OF CORPORATE TOTALS

Contractor _____

Report Period _____ through _____

		Corporate Total
CURRENT ASSETS	1. Cash and Cash Equivalents	
	2. Short-Term Investments	
	3. Premiums Receivable	
	4. Investment Income Receivables	
	5. Health Care Receivables	
	6. Amounts Due from Affiliates	
	7. Other Current Assets	
8. TOTAL CURRENT ASSETS		
OTHER ASSETS	9. Restricted Cash and Other Assets	
	10. Long-Term Investments	
	11. Amounts Due from Affiliates	
	12. Other Assets	
13. TOTAL OTHER ASSETS		
	14. Land, Building and Improvements	
	15. Furniture and Equipment	
	16. Leasehold Improvements	
	17. Other Property and Equipment	
18. TOTAL PROPERTY AND EQUIPMENT		
19. TOTAL ASSETS		

Report A7: Audited Yearly Balance Sheet of Corporate Totals (continued)

20. **Accounts Payable** - short-term monetary amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.
21. **Claims Payable** - claims reported and booked as payables and IBNR claims.
- IBNR - incurred but not reported losses is an estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.
22. **Accrued Medical Incentive Pool** - liability for arrangements whereby Contractor agrees to share utilization savings with Individual Practice Associations, physician groups, or other providers.
23. **Unearned Premiums** - revenue received in advance for which services have not been performed during the current accounting period.
24. **Loans and Notes Payable** - the principal amount on loans due within one year.
25. **Amounts Due to Affiliates** - any payable to an affiliate, including items which would be otherwise reported on other lines.
26. **Other Current Liabilities** - current liabilities not included in the current liabilities categories listed above.
27. **TOTAL CURRENT LIABILITIES** - the sum of Line 20 through Line 26.
28. **Loans and Notes Payable** - loans and notes signed by Contractor, not including current portion payable, that are of a long-term nature (liquidation not expected to occur within one year of the date of the statement).
29. **Amounts Due to Affiliates** - any payable to an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. This line includes items which would otherwise be reported on other lines.
30. **Other Liabilities** - other liabilities not included in the liabilities categories listed above.
31. **TOTAL OTHER LIABILITIES** - the sum of Line 28, Line 29, and Line 30.
32. **TOTAL LIABILITIES** - the sum of Line 27 and Line 31.
33. **Common Stock** - the residual interest in the asset of the stock which represents the most basic rights to ownership of a corporation. It should equal the par value per share multiplied by the number of issued shares or in the case of no-par shares, the total stated value.
34. **Preferred Stock** - the residual interest in the asset of stock that has some preference over common stock, usually including dividends; should equal the par value per share multiplied by the number of issued shares, or in the case of no-par shares, the total stated or liquidation value.
35. **Paid in Surplus** - the gross amount of paid in and contributed surplus without reduction of account of commissions or other expenses in connection with such transactions, but reduced by a distribution declared and paid as a return of such surplus.
36. **Contributed Capital** - capital donated to nonprofit organization.
37. **Surplus Notes** - notes that qualify as equity; also called subordinated debt or debentures. Include accrued interest on surplus notes.
38. **Contingency Reserves** - reserves held for contingency purposes as defined in state statutes and regulations.
39. **Retained Earnings/Fund Balance** - the undistributed and unappropriated amount of surplus.
40. **Other Net Worth** - other net worth items not reported on any other lines.
41. **TOTAL NET WORTH** - the sum of Line 33 through Line 40.
42. **TOTAL LIABILITIES AND NET WORTH** - the sum of Line 32 and Line 41.

Report A7. AUDITED YEARLY BALANCE SHEET OF CORPORATE TOTALS (continued)

Contractor _____

Report Period _____ through _____

		Corporate Total
CURRENT LIABILITIES	20. Accounts Payable	
	21. Claims Payable	
	22. Accrued Medical Incentive Pool	
	23. Unearned Premiums	
	24. Loans and Notes Payable	
	25. Amounts Due to Affiliates	
	26. Other Current Liabilities	
27. TOTAL CURRENT LIABILITIES		
OTHER LIABILITIES	28. Loans and Notes Payable	
	29. Amounts Due to Affiliates	
	30. Other Liabilities	
31. TOTAL OTHER LIABILITIES		
32. TOTAL LIABILITIES		
NET WORTH	33. Common Stock	
	34. Preferred Stock	
	35. Paid in Surplus	
	36. Contributed Capital	
	37. Surplus Notes	
	38. Contingency Reserves	
	39. Retained Earnings/Fund Balance	
	40. Other Net Worth	
41. TOTAL NET WORTH		
42. TOTAL LIABILITIES AND NET WORTH		

Report A8: Audited Yearly Statement of Revenue, Expenses and Net Worth

Audited - the process whereby a statement is certified by the inclusion of the statement of a qualified health maintenance organization actuary setting forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items in accordance with the description of Actuarial Certification found on page 5-8 of the NAIC "Annual Statement Instructions, Health Maintenance Organization".

Yearly - submitted within six months of the end of the calendar year with financial information compiled from January 1 through December 31 (i.e., submitted by June 30th).

Corporate Total - total financial information for a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005. Any prepaid health plan not a corporation must report its total prepaid health plan business in the column labeled Corporate Total.

Statement of Revenue, Expenses and Net Worth - statement reporting fully accrued revenues and expenses for the period. Uncovered expenses should be appropriately reported for medical, hospital, and administration.

1. **Premiums** - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums.
 2. **Fee-For-Service** - revenue recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages.
 3. **Title XVIII-Medicare** - revenue, as a result of an arrangement between Contractor and the Health Care Financing Administration, for services to a Medicare beneficiary.
 4. **Title XIX-Other Medicaid** - other Medicaid revenues as a result of other non-capitated arrangements between Contractor and a Medicaid State Agency, for services to a Medicaid beneficiary.
 5. **Investment** - income earned from investments, deposits and reserve accounts.
 6. **Other Revenues** - other revenues not included in the previous revenue categories.
 7. **TOTAL REVENUES** - the sum of Line 1 through Line 6.
 8. **Physician Services** - expenses for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals. Exclude expenses for medical personnel time devoted to administrative tasks.
- Physician** - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.
9. **Other Professional Services** - compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services. Exclude expenses for medical personnel's time devoted to administrative tasks.
 10. **Outside Referrals** - expenses for practitioners not under contractual arrangements and for inpatient services outside of plan.
 11. **Emergency Room and Out-of-Area** - expenses for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible.
 12. **Occupancy, Depreciation and Amortization** - expenses associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services.
 13. **Inpatient** - inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Include the cost of skilled nursing and intermediate care facilities.
 14. **Incentive Pool and Withhold Adjustments** - adjustments made to expenses that reflect the incentive pool and withhold activity.
 15. **Other Medical and Hospital Expenses** - other expenses for medical and hospital services not included in the above categories.
 16. **MEDICAL AND HOSPITAL EXPENSES SUBTOTAL** - the sum of Line 8 through Line 15.
 17. **Reinsurance Expenses Net of Recoveries** - expenses for reinsurance or "stop-loss" insurance net of recoveries.

REPORT A8. AUDITED YEARLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH

Contractor _____

Report Period _____ through _____

		Corporate Total
REVENUES	1. Premiums	
	2. Fee-For-Service	
	3. Title XVIII-Medicare	
	4. Title XIX-Other Medicaid	
	5. Investment	
	6. Other Revenues	
7. TOTAL REVENUES		
MEDICAL AND HOSPITAL EXPENSES	8. Physician Services	
	9. Other Professional Services	
	10. Outside Referrals	
	11. Emergency Room and Out-of-Area	
	12. Occupancy, Depreciation and Amortization	
	13. Inpatient	
	14. Incentive Pool and Withhold Adjustments	
	15. Other Medical and Hospital Expenses	
16. MEDICAL AND HOSPITAL EXPENSES SUBTOTAL		
	17. Reinsurance Expenses Net of Recoveries	

Report A8: Audited Yearly Statement of Revenue, Expenses and Net Worth (continued)

18. **Copayments** - revenue recognized by Contractor from members on a utilization-related basis for certain health services included in the benefit package.
19. **COB and Subrogation** - income earned from coordination of benefits and subrogation.
20. **DEDUCTIONS SUBTOTAL** - the sum of Line 18 and Line 19.
21. **TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS** - the sum of Line 16 and Line 17 minus Line 20.
22. **Compensation** - all expenses for administrative services including management contracts.
23. **Interest Expense** - interest on loans incurred during the report period.
24. **Occupancy, Depreciation and Amortization** - the amount of depreciation and amortization expense which is directly associated with administrative services including the costs of occupancy to Contractor directly associated with administration. These costs are the costs of using a facility, fire and theft insurance, utilities, maintenance, and lease.
25. **Marketing** - expenses directly related to marketing activities such as advertising, printing, marketing representation compensation and fringe benefits, commissions, broker fees, travel and other expenses allocated to the marketing activities.
26. **Other Administrative Expenses** - other administrative expenses associated with the overall management and operation of Contractor not included in the above categories.
27. **TOTAL ADMINISTRATIVE EXPENSE** - the sum of Line 22 through Line 26.
28. **TOTAL EXPENSES** - the sum of Line 21 and Line 27.
29. **INCOME (LOSS)** - the result of Line 7 minus Line 28.
30. **Extraordinary Items** - a nonrecurring loss that is an unusual event that will not recur in the foreseeable future.
31. **Provision for Federal Income Taxes** - the expense for federal income taxes for the report period.
32. **NET INCOME (LOSS)** - the result of Line 29 minus Line 30 minus Line 31.
33. **Net Worth Beginning of Year** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the beginning of the report period.
34. **Increase (Decrease) in Common Stock** - the change in the net worth of common stock from the last report period to the current report period.
35. **Increase (Decrease) in Preferred Stock** - the change in the net worth of preferred stock from the last report period to the current report period.
36. **Increase (Decrease) in Paid in Surplus** - the change in the net worth of paid in surplus from the last report period to the current report period.
37. **Increase (Decrease) in Contributed Capital** - the change in the net worth of contributed capital from the last report period to the current report period.
38. **Increase (Decrease) in Surplus Notes** - the change in the net worth of surplus notes from the last report period to the current report period.
39. **Increase (Decrease) in Contingency Reserves** - the change in the net worth of contingency reserves from the last report period to the current report period.
40. **Increase (Decrease) in Retained Earnings/Fund Balance** - the change in the net worth of retained earnings/fund balance from the last report period to the current report period.
41. **Other Changes in Other Net Worth Items** - the change in the net worth of other items from the last report period to the current report period.
42. **Net Worth at End of Year** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the end of the report period.

REPORT A8. AUDITED YEARLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH (continued)

Contractor _____

Report Period _____ through _____

		Corporate Total
DEDUCTIONS	18. Copayments	
	19. COB and Subrogation	
20. DEDUCTIONS SUBTOTAL		
21. TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS		
ADMINISTRATIVE EXPENSES	22. Compensation	
	23. Interest Expense	
	24. Occupancy, Depreciation and Amortization	
	25. Marketing	
	26. Other Administrative Expenses	
27. TOTAL ADMINISTRATIVE EXPENSE		
28. TOTAL EXPENSES		
29. INCOME (LOSS)		
OTHER ITEMS	30. Extraordinary Items	
	31. Provision for Federal Income Taxes	
32. NET INCOME (LOSS)		
NET WORTH	33. Net Worth Beginning of Year	
	34. Increase (Decrease) in Common Stock	
	35. Increase (Decrease) in Preferred Stock	
	36. Increase (Decrease) in Paid in Surplus	
	37. Increase (Decrease) in Contributed Capital	
	38. Increase (Decrease) in Surplus Notes	
	39. Increase (Decrease) in Contingency Reserves	
	40. Increase (Decrease) in Retained Earnings/Fund Balance:	
	a. Net Income	
	b. Dividends to Stockholders	
	c. Interest on Surplus Notes	
	d. Change in Non-Admitted Assets	
	e. Other Changes	
	41. Other Changes in Other Net Worth Items	
	42. Net Worth at End of Year	

Report A9: Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity

Oregon Health Plan Activity - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

Balance Sheet - a financial statement that shows the financial position of a business at a particular date developed according to NAIC standards. Report only covered liabilities. Use statutory accounting rules found in Insurance Code Chapter 733.

If separate accounts are not kept for the Oregon Health Plan, balance sheet information for the Oregon Health Plan may be allocated using an estimation procedure. Such a procedure and all assumptions must be disclosed in Notes to Report A9. This estimation procedure must be used throughout the reports. Please be aware that the assumptions underlying the allocation are very important and need to be clearly understood. For example, if Contractor chooses to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), the assumption is that the proportion of liabilities incurred by the Oregon Health Plan line is the same as the proportion of revenue to be gained by the Oregon Health Plan line. That is, 25% of the revenue comes from the OHP line and also 25% of the liability comes from the OHP line. This assumption may or may not be true, but is a reasonable estimation.

1. **Cash and Cash Equivalents** - cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 days or less from date of purchase.
2. **Short-Term Investments** - investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Premiums Receivable** - gross amounts collectible from premiums receivable (groups or individuals who receive services from Contractor, less the amount accrued for premiums determined to be uncollectible), from investment income (income earned on investments but not received), and health care receivables (other sources, less the amounts accrued for receivables determined to be uncollectible during the period).
4. **Investment Income Receivables** - income earned on investments but not received
5. **Health Care Receivables** - gross amounts collectible from other sources, less the amount accrued for receivables determined to be uncollectible during the period. Includes fee-for-service, COB, subrogation, copayments, reinsurance recoveries and non-affiliated provider receivables.
6. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
7. **Other Current Assets** - other current assets, such as aggregate write-ins for current assets found on NAIC Report #1.
8. **TOTAL CURRENT ASSETS** - the sum of Line 1 through Line 7.
9. **Restricted Cash and Other Assets** - assets restricted for statutory insolvency requirements held for contract, reserves including cash, securities, receivables, etc.
10. **Long-Term Investments** - investments with a maturity longer than one year from date of purchase or no stated maturity date.
11. **Amounts Due from Affiliates** - any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
12. **Other Assets** - other assets, such as aggregate write-ins for other assets found on NAIC Report #1.
13. **TOTAL OTHER ASSETS** - the sum of Line 9 through Line 12.
14. **Land, Building and Improvements** - real estate owned by Contractor, buildings owned by Contractor, improvements made to Contractor-owned buildings, and building or improvements in progress or under construction.
15. **Furniture and Equipment** - medical equipment, office equipment, computer hardware and software (where permitted), and furniture owned by Contractor.
16. **Leasehold Improvements** - improvements to facilities not owned by Contractor. Provide gross amount, less amortization.
17. **Other Property and Equipment** - other tangible, fixed assets of a long-term nature used in the continuing operation of the business, including land, building, building improvements, furniture, equipment and leasehold improvements not included above.
18. **TOTAL PROPERTY AND EQUIPMENT** - the sum of Line 14 through Line 17.
19. **TOTAL ASSETS** - the sum of Line 8, Line 13, and Line 18.

Report A9. QUARTERLY BALANCE SHEET OF OREGON HEALTH PLAN AND
CORPORATE ACTIVITY

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
CURRENT ASSETS	1. Cash and Cash Equivalents		
	2. Short-Term Investments		
	3. Premiums Receivable		
	4. Investment Income Receivables		
	5. Health Care Receivables		
	6. Amounts Due from Affiliates		
	7. Other Current Assets		
8. TOTAL CURRENT ASSETS			
OTHER ASSETS	9. Restricted Cash and Other Assets		
	10. Long-Term Investments		
	11. Amounts Due from Affiliates		
	12. Other Assets		
13. TOTAL OTHER ASSETS			
	14. Land, Building and Improvements		
	15. Furniture and Equipment		
	16. Leasehold Improvements		
	17. Other Property and Equipment		
18. TOTAL PROPERTY AND EQUIPMENT			
19. TOTAL ASSETS			

Report A9: Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity (continued)

20. **Accounts Payable** - short-term monetary amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.
21. **Claims Payable** - claims reported and booked as payables and IBNR claims.
- IBNR - incurred but not reported losses is an estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.
22. **Accrued Medical Incentive Pool** - liability for arrangements whereby Contractor agrees to share utilization savings with Individual Practice Associations, physician groups, or other providers.
23. **Unearned Premiums** - revenue received in advance for which services have not been performed during the current accounting period.
24. **Loans and Notes Payable** - the principal amount on loans due within one year.
25. **Amounts Due to Affiliates** - any payable to an affiliate, including items which would be otherwise reported on other lines.
26. **Other Current Liabilities** - current liabilities not included in the current liabilities categories listed above.
27. **TOTAL CURRENT LIABILITIES** - the sum of Line 20 through Line 26.
28. **Loans and Notes Payable** - loans and notes signed by Contractor, not including current portion payable, that are of a long-term nature (liquidation not expected to occur within one year of the date of the statement).
29. **Amounts Due to Affiliates** - any payable to an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. This line includes items which would otherwise be reported on other lines.
30. **Other Liabilities** - other liabilities not included in the liabilities categories listed above.
31. **TOTAL OTHER LIABILITIES** - the sum of Line 28, Line 29, and Line 30.
32. **TOTAL LIABILITIES** - the sum of Line 27 and Line 31.
33. **Common Stock** - the residual interest in the asset of the stock which represents the most basic rights to ownership of a corporation. It should equal the par value per share multiplied by the number of issued shares or in the case of no-par shares, the total stated value.
34. **Preferred Stock** - the residual interest in the asset of stock that has some preference over common stock, usually including dividends; should equal the par value per share multiplied by the number of issued shares, or in the case of no-par shares, the total stated or liquidation value.
35. **Paid in Surplus** - the gross amount of paid in and contributed surplus without reduction of account of commissions or other expenses in connection with such transactions, but reduced by a distribution declared and paid as a return of such surplus.
36. **Contributed Capital** - capital donated to nonprofit organization.
37. **Surplus Notes** - notes that qualify as equity; also called subordinated debt or debentures. Include accrued interest on surplus notes.
38. **Contingency Reserves** - reserves held for contingency purposes as defined in state statutes and regulations.
39. **Retained Earnings/Fund Balance** - the undistributed and unappropriated amount of surplus.
40. **Other Net Worth** - other net worth items not reported on any other lines.
41. **TOTAL NET WORTH** - the sum of Line 33 through Line 40.
42. **TOTAL LIABILITIES AND NET WORTH** - the sum of Line 32 and Line 41.

Report A9. QUARTERLY BALANCE SHEET OF OREGON HEALTH PLAN AND
CORPORATE ACTIVITY (continued)

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Total
CURRENT LIABILITIES	20. Accounts Payable		
	21. Claims Payable		
	22. Accrued Medical Incentive Pool		
	23. Unearned Premiums		
	24. Loans and Notes Payable		
	25. Amounts Due to Affiliates		
	26. Other Current Liabilities		
27. TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES	28. Loans and Notes Payable		
	29. Amounts Due to Affiliates		
	30. Other Liabilities		
31. TOTAL OTHER LIABILITIES			
32. TOTAL LIABILITIES			
NET WORTH	33. Common Stock		
	34. Preferred Stock		
	35. Paid in Surplus		
	36. Contributed Capital		
	37. Surplus Notes		
	38. Contingency Reserves		
	39. Retained Earnings/Fund Balance		
	40. Other Net Worth		
41. TOTAL NET WORTH			
42. TOTAL LIABILITIES AND NET WORTH			

Report A10: Quarterly Statement of Revenue, Expenses and Net Worth

Oregon Health Plan Activity - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

Statement of Revenue, Expenses and Net Worth - statement reporting fully accrued revenues and expenses for the period. Uncovered expenses should be appropriately reported for medical, hospital, and administration.

If separate accounts are not kept for the Oregon Health Plan, revenue, expenses and net worth information for the Oregon Health Plan may be allocated using an estimation procedure. Such a procedure and all assumptions must be disclosed in Notes to Report A10. This estimation procedure must be used throughout the reports. Please be aware that the assumptions underlying the allocation are very important and need to be clearly understood. For example, if Contractor chooses to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), the assumption is that the proportion of liabilities incurred by the Oregon Health Plan line is the same as the proportion of revenue to be gained by the Oregon Health Plan line. That is, 25% of the revenue comes from the OHP line and also 25% of the liability comes from the OHP line. This assumption may or may not be true, but is a reasonable estimation.

1. **Premiums** - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums.
2. **Fee-For-Service** - revenue recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages.
3. **Title XVIII-Medicare** - revenue, as a result of an arrangement between Contractor and the Health Care Financing Administration, for services to a Medicare beneficiary.
4. **Title XIX-Other Medicaid** - other Medicaid revenues as a result of other non-capitated arrangements between Contractor and a Medicaid State Agency, for services to a Medicaid beneficiary.
5. **Investment** - income earned from investments, deposits and reserve accounts.
6. **Other Revenues** - other revenues not included in the previous revenue categories.
7. **TOTAL REVENUES** - the sum of Line 1 through Line 6.
8. **Physician Services** - expenses for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals. Exclude expenses for medical personnel time devoted to administrative tasks.

Physician - practitioner who is an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.
9. **Other Professional Services** - compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services. Exclude expenses for medical personnel's time devoted to administrative tasks.
10. **Outside Referrals** - expenses for practitioners not under contractual arrangements and for inpatient services outside of plan.
11. **Emergency Room and Out-of-Area** - expenses for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible.
12. **Occupancy, Depreciation and Amortization** - expenses associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services.
13. **Inpatient** - inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Include the cost of skilled nursing and intermediate care facilities.
14. **Incentive Pool and Withhold Adjustments** - adjustments made to expenses that reflect the incentive pool and withhold activity.
15. **Other Medical and Hospital Expenses** - other expenses for medical and hospital services not included in the above categories.
16. **MEDICAL AND HOSPITAL EXPENSES SUBTOTAL** - the sum of Line 8 through Line 15.
17. **Reinsurance Expenses Net of Recoveries** - expenses for reinsurance or "stop-loss" insurance net of recoveries.

REPORT A10.

QUARTERLY STATEMENT OF REVENUE, EXPENSES AND NET WORTH

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
REVENUES	1. Premiums		
	2. Fee-For-Service		
	3. Title XVIII-Medicare		
	4. Title XIX-Other Medicaid		
	5. Investment		
	6. Other Revenues		
7. TOTAL REVENUES			
MEDICAL AND HOSPITAL EXPENSES	8. Physician Services		
	9. Other Professional Services		
	10. Outside Referrals		
	11. Emergency Room and Out-of-Area		
	12. Occupancy, Depreciation and Amortization		
	13. Inpatient		
	14. Incentive Pool and Withhold Adjustments		
	15. Other Medical and Hospital Expenses		
16. MEDICAL AND HOSPITAL EXPENSES SUBTOTAL			
	17. Reinsurance Expenses Net of Recoveries		

Report A10: Quarterly Statement of Revenue, Expenses and Net Worth (continued)

18. **Copayments** - revenue recognized by Contractor from members on a utilization-related basis for certain health services included in the benefit package.
19. **COB and Subrogation** - income earned from coordination of benefits and subrogation.
20. **DEDUCTIONS SUBTOTAL** - the sum of Line 18 and Line 19.
21. **TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS** - the sum of Line 16 and Line 17 minus Line 20.
22. **Compensation** - all expenses for administrative services including management contracts.
23. **Interest Expense** - interest on loans incurred during the report period.
24. **Occupancy, Depreciation and Amortization** - the amount of depreciation and amortization expense which is directly associated with administrative services including the costs of occupancy to Contractor directly associated with administration. These costs are the costs of using a facility, fire and theft insurance, utilities, maintenance, and lease.
25. **Marketing** - expenses directly related to marketing activities such as advertising, printing, marketing representation compensation and fringe benefits, commissions, broker fees, travel and other expenses allocated to the marketing activities.
26. **Other Administrative Expenses** - other administrative expenses associated with the overall management and operation of Contractor not included in the above categories.
27. **TOTAL ADMINISTRATIVE EXPENSE** - the sum of Line 22 through Line 26.
28. **TOTAL EXPENSES** - the sum of Line 21 and Line 27.
29. **INCOME (LOSS)** - the result of Line 7 minus Line 28.
30. **Extraordinary Items** - a nonrecurring loss that is an unusual event that will not recur in the foreseeable future.
31. **Provision for Federal Income Taxes** - the expense for federal income taxes for the report period.
32. **NET INCOME (LOSS)** - the result of Line 29 minus Line 30 minus Line 31.
33. **Net Worth Beginning of Quarter** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the beginning of the report period.
34. **Increase (Decrease) in Common Stock** - the change in the net worth of common stock from the last report period to the current report period.
35. **Increase (Decrease) in Preferred Stock** - the change in the net worth of preferred stock from the last report period to the current report period.
36. **Increase (Decrease) in Paid in Surplus** - the change in the net worth of paid in surplus from the last report period to the current report period.
37. **Increase (Decrease) in Contributed Capital** - the change in the net worth of contributed capital from the last report period to the current report period.
38. **Increase (Decrease) in Surplus Notes** - the change in the net worth of surplus notes from the last report period to the current report period.
39. **Increase (Decrease) in Contingency Reserves** - the change in the net worth of contingency reserves from the last report period to the current report period.
40. **Increase (Decrease) in Retained Earnings/Fund Balance** - the change in the net worth of retained earnings/fund balance from the last report period to the current report period.
41. **Other Changes in Other Net Worth Items** - the change in the net worth of other items from the last report period to the current report period.
42. **Net Worth at End of Quarter** - the total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the end of the report period.

REPORT A10.

QUARTERLY STATEMENT OF REVENUE, EXPENSES, AND NET WORTH (continued)

Contractor _____

Report Period _____ through _____

		Oregon Health Plan Activity	Corporate Activity
DEDUCTIONS	18. Copayments		
	19. COB and Subrogation		
20. DEDUCTIONS SUBTOTAL			
21. TOTAL MEDICAL AND HOSPITAL EXPENSES LESS DEDUCTIONS			
ADMINISTRATIVE EXPENSES	22. Compensation		
	23. Interest Expense		
	24. Occupancy, Depreciation and Amortization		
	25. Marketing		
	26. Other Administrative Expenses		
27. TOTAL ADMINISTRATIVE EXPENSE			
28. TOTAL EXPENSES			
29. INCOME (LOSS)			
OTHER ITEMS	30. Extraordinary Items		
	31. Provision for Federal Income Taxes		
32. NET INCOME (LOSS)			
NET WORTH	33. Net Worth Beginning of Quarter		
	34. Increase (Decrease) in Common Stock		
	35. Increase (Decrease) in Preferred Stock		
	36. Increase (Decrease) in Paid in Surplus		
	37. Increase (Decrease) in Contributed Capital		
	38. Increase (Decrease) in Surplus Notes		
	39. Increase (Decrease) in Contingency Reserves		
	40. Increase (Decrease) in Retained Earnings/Fund Balance:		
	a. Net Income		
	b. Dividends to Stockholders		
	c. Interest on Surplus Notes		
	d. Change in Non-Admitted Assets		
	e. Other Changes		
	41. Other Changes in Other Net Worth Items		
	42. Net Worth at End of Quarter		

Report A11: Cash Flow Analysis for Oregon Health Plan and Corporate Activity

OHP Line of Business - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan. Refer to Report A9 and Report A10 for current quarterly information.

Corporate Activity - the financial position of a for-profit or not-for-profit corporation which is not a foreign corporation, incorporated under or subject to the provisions of Chapter 60, ORS and ORS 732.005 relating to activities that the corporation performs. Includes the Oregon Health Plan line of business. Any prepaid health plan not a corporation should regard its total prepaid health plan business as corporate activity.

CASH FLOWS PROVIDED BY OPERATING ACTIVITIES - financial report estimating cash generated or lost from different operating activities.

1. **Premiums** - report OHP Activity of Report A10, Line 1 for the current quarter.
2. **Fee-For-Service** - report OHP Activity of Report A10, Line 2 for the current quarter.
3. **Title XVIII-Medicare** - report OHP Activity of Report A10, Line 3 for the current quarter.
4. **Title XIX-Other Medicaid** - report OHP Activity of Report A10, Line 4 for the current quarter.
5. **Investment and Other Revenues** - report OHP Activity of Report A10, Line 5 and Line 6 for the current quarter.
6. **Copayments, COB and Subrogation** - report OHP Activity of Report A10, Line 18 and Line 19 for the current quarter.
7. **Medical and Hospital Expenses** - report OHP Activity of Report A10, Line 16 for the current quarter.
8. **Reinsurance Expenses Net of Recoveries** - report OHP Activity of Report A10, Line 17 for the current quarter.
9. **Administrative Expenses** - report OHP Activity of Report A10, Line 22, Line 24, Line 25, Line 26 exclusive of Line 23 for the current quarter.
10. **Federal Income Taxes Paid** - report OHP Activity of Report A10, Line 31 for the current quarter.
11. **Interest Expense** - report OHP Activity of Report A10, Line 23 for the current quarter.
12. **NET CASH PROVIDED BY OPERATING ACTIVITIES** - sum of Line 1 through Line 11.

CASH FLOW PROVIDED BY INVESTING ACTIVITIES - financial report showing the cash generated or lost from different investing activities.

13. **Receipts from Restricted Cash and Other Assets** - cash generated by transfer of cash out of restricted cash reserves and other assets which relate to transactions reported in Report A9.
14. **Receipts from Investments** - cash generated by the transfer of cash out of either short-term or long-term investment transactions reported in Report A9.
15. **Receipts for Sales of Property, Plant and Equipment** - cash generated by the transfer of cash into property, plant and equipment sales transactions reported in Report A9.
16. **Payments for Restricted Cash and Other Assets** - cash lost by transfer of cash into restricted cash reserves and other assets which relate to transactions reported in Report A9.
17. **Payments for Investments** - cash lost by the transfer of cash into either short-term or long-term investment transactions reported in Report A9.
18. **Payments for Property, Plant and Equipment** - cash lost by the transfer of cash into property, plant and equipment sales transactions reported in Report A9.
19. **NET CASH PROVIDED BY INVESTING ACTIVITIES** - sum of Line 13 through Line 18.

Report A11. CASH FLOW ANALYSIS FOR OREGON HEALTH PLAN AND CORPORATE ACTIVITY

Contractor _____

Report Period _____ through _____

Provide the cash flow information for the Oregon Health Plan and Corporate Activity

CASH FLOWS PROVIDED BY		Oregon Health Plan Activity	Corporate Activity
OPERATING ACTIVITIES	1. Premiums		
	2. Fee-For-Service		
	3. Title XVIII-Medicare		
	4. Title XIX-Other Medicaid		
	5. Investment and Other Revenues		
	6. Copayments, COB and Subrogation		
	7. Medical and Hospital Expenses		
	8. Reinsurance Expenses Net of Recoveries		
	9. Administrative Expenses		
	10. Federal Income Taxes Paid		
	11. Interest Expense		
12. NET CASH PROVIDED BY OPERATING ACTIVITIES			
INVESTING ACTIVITIES	13. Receipts from Restricted Cash and Other Assets		
	14. Receipts from Investments		
	15. Receipts for Sales of Property, Plant and Equipment		
	16. Payments for Restricted Cash and Other Assets		
	17. Payments for Investments		
	18. Payments for Property, Plant and Equipment		
19. NET CASH PROVIDED BY INVESTING ACTIVITIES			

Report A11. Cash Flow Analysis for Oregon Health Plan and Corporate Activity (continued)

CASH FLOWS PROVIDED BY FINANCING ACTIVITIES - financial report showing the cash generated or lost from different financing activities.

20. Proceeds from Paid in Capital or Issuance of Stock - cash generated by the transfer of cash from paid in capital surplus or issuance of stock.

21. Loan Proceeds from Non-Affiliates - cash generated by the transfer of cash from loan proceeds transactions from non-affiliates.

22. Loan Proceeds from Affiliates - cash generated by the transfer of cash from loan proceeds transactions from affiliates. Include loan and notes payable transactions reported in Report A9. Exclude interest.

23. Principal Payments on Loans from Non-Affiliates - cash lost by the transfer of cash from loan proceeds transactions from non-affiliates.

24. Principal Payments on Loans from Affiliates - cash lost by the transfer of cash from loan proceeds transactions from affiliates. Include loan and notes payable transactions reported in Report A9.

25. Dividends Paid - cash lost by paying dividends

26. Other Cash Flow Provided by Financing Activities - any cash flow generated or lost by the transfer of cash in a financial transaction.

27. NET CASH PROVIDED BY FINANCING ACTIVITIES - sum of Line 20 through Line 26.

28. NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS - the sum of Line 12, Line 19 and Line 27.

29. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD - the total net cash provided by operating activities, by investing activities, and by financing activities at the beginning date specified in the report period on Report A11.

30. CASH AND CASH EQUIVALENTS AT END OF REPORT PERIOD - the sum of Line 28 and Line 29.

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES - the process of reconciling net income to net cash provided by the cash transactions occurring during operating activities.

31. Net Income - report OHP Activity from Report A9, Line 19 for the report quarter.

ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES - the cash generated or lost by transactions involved with operating activities.

32. Depreciation and Amortization - any cash flow generated or lost by changes in depreciation and amortization. Include non-cash or non-cash equivalent transactions.

33. Provision for Losses on Receivables - any cash flow generated or lost by changes in provision for losses on receivables. Include non-cash or non-cash equivalent transactions.

34. Undistributed Earnings/Losses-Subsidiaries - any cash flow generated or lost by changes in undistributed earnings/losses-subsidiaries. Include non-cash or non-cash equivalent transactions.

35. Increase/(Decrease) in Receivables - any cash flow generated or lost by changes in receivables. Include non-cash or non-cash equivalent transactions.

36. Increase/(Decrease) in Accounts Payable - any cash flow generated or lost by changes in accounts payable. Include non-cash or non-cash equivalent transactions.

37. Increase/(Decrease) in Claims Payable and Medical Incentive Pool - any cash flow generated or lost by changes in claims payable and medical incentive pool. Include non-cash or non-cash equivalent transactions.

38. Increase/(Decrease) in Unearned Premium - any cash flow generated or lost by changes in unearned premiums. Include non-cash or non-cash equivalent transactions.

39. Other Adjustments to Net Income - any cash flow generated or lost by changes in other adjustments to net income.

40. TOTAL ADJUSTMENTS - sum of Line 32 through Line 39.

41. NET CASH PROVIDED BY OPERATING ACTIVITIES - sum of Line 31 adjusted by Line 40. Must equal Line 12.

Report A11. CASH FLOW ANALYSIS FOR OREGON HEALTH PLAN AND CORPORATE ACTIVITY (continued)

Contractor _____

Report Period _____ through _____

CASH FLOWS PROVIDED BY		Oregon Health Plan Activity	Corporate Activity
FINANCING ACTIVITIES	20. Proceeds from Paid in Capital or Issuance of Stock		
	21. Loan Proceeds from Non-Affiliates		
	22. Loan Proceeds from Affiliates		
	23. Principal Payments on Loans from Non-Affiliates		
	24. Principal Payments on Loans from Affiliates		
	25. Dividends Paid		
	26. Other Cash Flow Provided by Financing Activities		
27. NET CASH PROVIDED BY FINANCING ACTIVITIES			
28. NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS			
29. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD			
30. CASH AND CASH EQUIVALENTS AT END OF REPORT PERIOD			
RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
	31. Net Income		
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
	32. Depreciation and Amortization		
	33. Provision for Losses on Receivables		
	34. Undistributed Earnings/Losses-Subsidiaries		
	35. Increase/(Decrease) in Receivables		
	36. Increase/(Decrease) in Accounts Payable		
	37. Increase/(Decrease) in Claims Payable and Medical Incentive Pool		
	38. Increase/(Decrease) in Unearned Premium		
	39. Other Adjustments to Net Income		
40. TOTAL ADJUSTMENTS			
41. NET CASH PROVIDED BY OPERATING ACTIVITIES			

Report A12. Projected Budget Requirements for OHP Line of Business

OHP Line of Business - the financial position of Contractor relating to activities that Contractor performs that are associated with Capitated Services provided under the Medicaid demonstration project called the Oregon Health Plan. Refer to Report A10 for current quarterly information.

Projected - estimation of budget requirements for the three quarters following the report quarter using the actual report quarter budget requirements.

Projected Budget Requirements - financial reporting which forecasts the revenue needed to cover operating expenses over the next three quarters based on the revenue and expense activity during the current report quarter.

1. Total Member Months - the sum of the enrollment of OMAP Members in the prepaid health plan for each month during the report period. Note: capitation for an infant in the month an infant is born to a mother who is an OMAP Member is prorated so newborn enrollment may be for less than a full member month in the month of birth. Report the total OMAP Member months during the report period found on Report A3, Section I.A. for the current report quarter.

2. Total Premium Revenue - revenue recognized on a prepaid basis from individuals and groups for provision of a specified range of health services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned premiums). OMAP capitation payments are to be considered premiums. Report OHP Activity of Report A10, Line 1 for the current report quarter.

3. Total Other Revenue - revenue which is 1) recognized by Contractor for provision of health services to non-members by Contractor practitioners and to members through provision of health services excluded from their prepaid benefit packages, 2) a result of an arrangement between Contractor and the Health Care Financing Administration for services to a Medicare beneficiary, 3) a result of other non-capitated arrangements between Contractor and a Medicaid State Agency for services to a Medicaid beneficiary, income earned from investments, deposits and reserve accounts, and 4) any other revenues not included in the previous revenue categories. Report the sum of OHP Activity of Report A10, Line 2 through Line 6 for the current report quarter.

4. Total Revenue - Report OHP Activity of Report A10, Line 7 for the current report quarter.

5. Total Medical Expenses - expenses which are 1) for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physicians, fees paid to physicians on a fee-for-service basis for delivery of medical services, including capitated referrals, 2) for compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services, and 3) for practitioners not under contractual arrangements. Exclude expenses for medical personnel's time devoted to administrative tasks. Report the sum of OHP Activity of Report A10, Line 8 through Line 10 for the current report quarter.

6. Total Hospital Expenses - expenses which are 1) for emergency room and out-of-area service costs incurred by Contractor members for which Contractor is responsible, 2) associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of medical services, and 3) inpatient hospital costs for Contractor members while confined to an acute care hospital, excluding emergency room and out-of-area hospitalization. Included in inpatient costs are costs of skilled nursing and intermediate care facilities. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, lease expense, etc. directly associated with the delivery of medical services. Report the sum of OHP Activity of Report A10, Line 11 through Line 13 for the current report quarter.

7. Total Other Expenses - adjustments made to expenses that reflect the incentive pool and withhold activity and any other expenses for medical and hospital services not included in the above categories. Report the sum of OHP Activity of Report A10, Line 14 and Line 15 for the current report quarter.

8. Total Expenses - the sum of Line 5, Line 6 and Line 7.

9. Medical Loss Ratio - the result of Line 8 divided by Line 4.

10. Gross Margin - the result of Line 8 subtracted from Line 4.

11. Total Marketing Expense - expenses for marketing the OHP line of business. Report OHP Activity of Report A10, Line 25 for the current report quarter.

12. Total General & Administrative Expense - expenses for compensation, interest, occupancy, depreciation and amortization, and other administrative expenses. Report the sum of OHP Activity of Report A10, Line 22, Line 23, Line 24, and Line 26 for the current report quarter.

13. Total Marketing & General and Administrative Expenses - the sum of Line 11 and Line 12.

14. Operating Profit - the result of Line 13 subtracted from Line 10.

15. Corporate Expenses - the corporate dues or fees that a subsidiary pays to the Corporate entity.

16. Operating Profit after Corporate Expenses - the result of Line 15 subtracted from Line 14.

Report A12. PROJECTED BUDGET REQUIREMENTS FOR OHP LINE OF BUSINESS

Contractor _____

Report Period _____ through _____

Estimate the budget requirements for the next three quarters for the OHP line of business. Use the report quarter's figures to calculate the predicted budget items.

		Report Quarter: _____	Forecasted Quarter: _____	Forecasted Quarter: _____	Forecasted Quarter: _____
1. Total Member Months					
Revenue	2. Total Premium Revenue				
	3. Total Other Revenue				
	4. Total Revenue				
Health Care Expenses	5. Total Medical Expenses				
	6. Total Hospital Expenses				
	7. Total Other Expenses				
	8. Total Expenses				
9. Medical Loss Ratio					
10. Gross Margin					
Administrative Expenses	11. Total Marketing Expense				
	12. Total General & Administrative Expense				
	13. Total Marketing & GAA Expenses				
14. Operating Profit					
15. Corporate Expenses					
16. Operating Profit after Corporate Expenses					

EXHIBIT B

Calculation of Capitation Payments

1. The enabling legislation for the Oregon Health Plan requires that the Capitation Payments for the program be based on the "rate(s) necessary to cover the cost(s) of the services."
2. Adjusted Per Capita Costs Methodology
 - a. OMAP has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) necessary to cover the reasonable costs of the services to be provided under the program. A full description of the methodology used to calculate rates may be found in the Coopers & Lybrand document Oregon Health Plan Medicaid Demonstration Analysis of Federal Fiscal Year 1994 & 1995 Average Costs, dated April 19, 1993, which is by this reference incorporated herein, and the report titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements, for February 1994 through September 1995, dated September 13, 1993, which is by this reference incorporated herein.
 - b. Per capita costs were derived as follows:
 - (1) Data on claims experience with commercially insured populations in Oregon and on charges for Medicaid recipients in Oregon was collected.
 - (2) This data was adjusted to reflect the way services are identified in the prioritized list of services.
 - (3) Adjustments were made to derive estimates of the costs of the services, taking into account resource-based relative value scale (RBRVS) factors for Oregon in physician services categories, hospital cost reports for inpatient and outpatient services and other actuarially determined factors.
 - c. The per capita costs were then adjusted in order to take into account differences in utilization and cost for each of the four OHP eligibility categories. The four OHP eligibility categories are defined as follows:
 - (1) OHP Eligibles are all OHP recipients with income under 100 percent of the Federal Poverty Level (FPL), except General Assistance Recipients.
 - (2) PLM (Poverty Level Medical) Adults are OHP recipients who are pregnant women with income between 100 percent and 133 percent of the Federal Poverty Level.

- (3) PLM Children are OHP recipients who are less than six years of age with income between 100 percent and 133 percent of the Federal Poverty Level.
 - (4) GA (General Assistance) Recipients are OHP recipients who are eligible by virtue of their eligibility under the Oregon General Assistance program, ORS 411.710 et seq.
- d. A geographic area factor was applied to the per capita costs for each eligibility category in order to take into account geographic differences in the provision of services in each of the five service areas of the state. These five service areas are:
 - (1) Tri-county (Clackamas, Washington and Multnomah counties);
 - (2) Linn, Benton, Marion, Polk and Yamhill counties;
 - (3) Lane County;
 - (4) Jackson, Josephine and Douglas counties; and
 - (5) All other counties.
- e. Finally a family planning open access adjustment was made to the following eligibility categories in all service areas, in order to take into account that OMAP Members will be able to obtain family planning services from nonplan providers:

OHP Eligibles
PLM Adults
GA Recipients

The four resulting sets of per capita costs by OHP eligibility category for each of the five geographic service areas are the Adjusted Per Capita Costs.

- 3. The Total Service Cost for each Contractor and OHP eligibility category is calculated from the Adjusted Per Capita Costs as follows:
 - a. Costs for each category of service are identified based on the codes in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, in the process of developing the total per capita costs. These costs are identified in the Coopers & Lybrand document titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993.

- b. The costs for all of the services for which a particular contractor is capitated are summed for each eligibility category and geographic location.

A contractor providing services in more than one service area will have separate Total Service Cost amounts for each OHP eligibility category in each service area.

4. Deductions from the Total Service Cost

The following deductions are made to Contractor's Total Service Cost:

- a. The Maternity/Newborn Withhold listed on the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for the following eligibility categories:

OHP Eligibles
PLM Children

Note: The total amount of funds deducted as the Maternity/Newborn Withhold from all OHP PCO and FCHP Contractors becomes the Maternity/Newborn Risk Pool. State funds in the pool are considered to be moneys paid into the State Treasury for fiduciary purposes as outlined by ORS 293.115(1) since these funds form the basis of a maternity/newborn risk pool and are held in trust by the State of Oregon to be re-distributed to Contractor based on Contractor's performance. State funds shall be placed in an interest-bearing account managed by the Oregon State Treasury and shall earn a variable rate of interest at the same rate as the Oregon Short Term Fund. State funds from the pool shall be considered separate and distinct from the General Fund and shall be disbursed pursuant to EXHIBIT C, Section 2.

- b. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, the appropriate stop-loss premium as calculated from the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for all eligibility categories.
- c. If this Agreement identifies Contractor as at partial risk for Case Managed Services that are not Capitated Services, then 10 percent of the Adjusted Per Capita Costs as listed in the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, for Mandatory Services for Contractor's service area(s) is deducted for all OHP eligibility categories. The funds deducted for each Contractor become the Case Management Reserve which will be kept by OMAP as a Contractor-specific reserve account and disbursed after the Agreement Year pursuant to EXHIBIT C, Section 5.

5. The Capitation Payment paid to a contractor for OMAP Members in each OHP eligibility category is determined by adding to the results in step (4) an additional amount calculated to reflect an administrative cost allowance to off-set costs associated with administering a prepaid health plan participating in this program.

EXHIBIT C

Risk Protections and Medical Case Management Savings

1. Assumption of Risk/Private Market Reinsurance

Contractor assumes the risk for providing the Capitated Services required under this Agreement up to the stop-loss deductible, if any, specified in Part I, Section 1, STATUS OF CONTRACTOR. Contractor may obtain reinsurance for a portion of the risk assumed; however, Contractor shall retain, after reinsuring, at least 80% of the total underwriting risk.

2. Maternity/Newborn Payment

- a. In order to partially equalize the risk of maternity/newborn care among prepaid health plans, a Maternity/Newborn Payment is made to those Contractors whose average newborn enrollment rate is above 75% of the average for all OHP prepaid health plan contractors. This payment is made from the funds in the Maternity/Newborn Risk Pool (the Pool), which is derived from the Maternity/Newborn Withhold described in EXHIBIT B, Section 4a. Separate pools will be created for OHP Eligibles and for PLM Children, hereinafter referred to as eligible categories in this EXHIBIT.
- b. Contractor's Maternity/Newborn Payment for each eligible category shall be calculated and paid for each 6-month period in the Agreement Year three months after the end of that period as follows:
 - (1) Any contractor that has not participated as an OHP prepaid health plan for more than 3 months during the 6 month period shall not be entitled to any Maternity Newborn Payment for this period. The number of newborn enrollments and of OMAP Members for such contractor(s) shall not be considered for any purposes in the following calculations. The amounts withheld from any such contractor shall be removed from the Pool for this period and shall be paid to that contractor.
 - (2) OMAP shall add up the total number of newborns enrolled by all contractors during the 6-month period for each eligible category and divide that number by the sum of the number of OMAP Members who are in each eligible category each month for all contractors during that same period. This figure for each eligible category will be multiplied by 0.75 to determine the 75% statewide newborn enrollment rate.

- (3) For each contractor, OMAP shall multiply that contractor's monthly average number of OMAP Members who are in each eligible category during the 6 month period by the result in step (2) above in order to project the number of newborn enrollments per month that would be expected if the contractor's newborn enrollment was at the 75% statewide newborn enrollment rate. This is the contractor's threshold newborn enrollment for each eligible category.
- (4) For each contractor, OMAP shall determine for each eligible category the contractor's average number of newborns enrolled per month during the previous 6-month period and subtract from this number the contractor's threshold newborn enrollment for that eligible category. The result:
 - (a) If positive, is the contractor's unadjusted eligible newborn count for that eligible category, and the contractor shall be eligible for a payment from the Pool; or
 - (b) If negative, indicates that contractor is not eligible for payment for that eligible category.
- (5) The unadjusted eligible newborn count(s) for each contractor eligible for a payment from the Pool shall be adjusted by multiplying that figure times that contractor's withhold amount for the eligible category. This results in the contractor's Newborn Factor(s).
- (6) The payment amount per Newborn Factor shall be calculated by dividing the total amount in each Pool, including any interest earned, by the total of the Newborn Factors for all contractors for each eligible category.
- (7) For each eligible category, OMAP shall make a payment to Contractor that is the total of the payment amount for each eligible category determined in step (6) above multiplied by Contractor's Newborn Factor, if any, for each eligible category.

3. Stop-Loss Protections

- a. If Contractor is a Federally Qualified Health Maintenance Organization, no stop-loss reinsurance is required.
- b. If Contractor is a Fully Capitated Health Plan (FCHP) but is not a Federally Qualified Health Maintenance Organization, then Contractor shall either obtain such stop-loss protection from OMAP with the deductible specified in Part I, Section 1 of this Agreement or provide verification of private market stop-loss reinsurance that provides a comparable deductible and payment protection.

- c. If Contractor obtains stop-loss protection from OMAP, then Contractor's stop-loss protection is calculated and requests for OMAP payment are processed on the basis of each OMAP Member's Enrollment Year as follows:
- (1) Contractor assumes full risk at the beginning of each OMAP Member's Enrollment Year for all costs of Capitated Services provided to that OMAP Member up to the deductible specified in Part I, Section 1 of this Agreement.
 - (2) Calculation of Contractor's cost of Capitated Services provided to an OMAP Member shall be computed on the basis of the OMAP fee-for-service rates in effect on the dates of service.
 - (3) Within 12 months of the date that the cost of Capitated Services provided to an OMAP Member has reached the stop-loss deductible, Contractor shall so notify OMAP. Contractor shall submit supporting documentation of such costs to OMAP. This documentation shall, at a minimum, contain the following information for each service provided or supply furnished to the OMAP Member: the date of service, diagnosis, amount charged and the amount paid by Contractor for Capitated Services which are submitted by Contractor as claims to be applied to the stop-loss deductible, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources, if any.
 - (4) OMAP shall pay Contractor on a fee-for-service basis in accordance with OMAP Rules for Capitated Services provided to an OMAP Member after the deductible for that OMAP Member has been reached for the remainder of that OMAP Member's current Enrollment Year, subject to any applicable risk share reduction specified in Section (5) below. The OMAP Member shall continue to be enrolled with Contractor and Contractor shall continue to provide Capitated Services and Medical Case Managed Services for the OMAP Member.
 - (5) Contractor is responsible for the share of risk specified in Part I, Section 5A(3) of this Agreement for Capitated Services provided to an OMAP Member above the stop-loss deductible for the remainder of the OMAP Member's current Enrollment Year, until an Enrollment Year cap of \$100,000 has been met for that OMAP Member. Contractor's share of risk shall be subtracted from each fee-for-service payment made by OMAP for Capitated Services after the stop-loss deductible has been reached. Once the Enrollment Year cap of \$100,000 has been met for that OMAP Member, OMAP shall no longer make such reduction.

EXHIBIT D

Encounter Claim Minimum Data Set Requirements and Recovery

1. General Provisions:

a. Encounters

For purposes of this EXHIBIT, an Encounter is a patient contact for which, in the OMAP fee-for-service delivery system, a claim could be filed. There are four types of Encounters:

- (1) Medical Encounters are those that would be billed on a HCFA 1500 claim form in a fee-for-service delivery system under OMAP fee-for-service rules.
- (2) Dental Encounters are those that would be billed on an OMAP-specific form, the "OMAP 501D", or an accepted ADA form in a fee-for-service delivery system under OMAP fee-for-service rules.
- (3) Outpatient Hospital Encounters are those that would be billed on the UB-92 claim form in a fee-for-service delivery system under OMAP fee-for-service rules, and the OMAP Member has not been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide, for purposes of receiving the services.
- (4) Inpatient Hospital Encounters are those that would be billed on a UB-92 claim form in a fee-for-service delivery system under OMAP fee-for-service rules, and the OMAP Member has been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide, for purposes of receiving the services.

b. OMAP shall process all Encounter claims through the Medical Management Information System. Encounters that cannot be processed because of missing or erroneous data shall be "pending".

- (1) OMAP shall notify Contractor monthly of all pending Encounters.
- (2) Contractor shall have the opportunity to correct all pending Encounters, within the time period identified in 1.c.(3), below.

c. Timeliness

- (1) Contractor shall submit Encounter Data to OMAP at least once per calendar month.

- (2) Contractor shall submit all Encounter Data to OMAP within 395 days of the date of service.
 - (3) Contractor shall resubmit all corrected pending Encounters to OMAP within 63 days of the date that OMAP mails Contractor a notice that the Encounters were pending.
- d. Data Transmission & Format:
 - (1) Contractor shall submit all Encounter Data to OMAP via electronic media. OMAP shall accept claims via industry standard modem, tape, cartridge, dedicated land wire, and floppy disk media.
 - (2) Contractor shall submit all data in a format approved by OMAP.
2. Data Set Requirements
 - a. The data elements specified in this section constitute the required minimum data set. Contractor is required to submit all of the data specified in this section, irrespective of whether any recoveries may result from failure to submit particular data elements. Noncompliance shall be considered a breach of the terms of the Agreement.
 - b. Contractor shall submit the following identifying information for all Encounters:
 - (1) Contractor's OMAP Prepaid Health Plan Provider Number
 - (2) Patient Name
 - (3) Medicaid Recipient Number, also known as the OMAP Prime Number
 - c. For Medical Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
 - (1) OMAP or UPIN Billing or Performing Provider Number
 - (2) OMAP or UPIN Performing Provider Number if a Billing Provider Number is provided in (1), above.
 - (3) Diagnosis Code(s)
 - (4) Date(s) of Service
 - (5) Modifier(s)(if applicable)
 - (6) Procedure Code(s) (e.g., CPT4)
 - (7) Line Item Charge(s)
 - (8) Quantity of units of service provided
 - d. For Dental Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:

- (1) OMAP Performing Provider Number
 - (2) Date(s) of Service
 - (3) American Dental Association Procedure Code(s)
 - (4) Tooth Number(s)
 - (5) Tooth Surface(s)
 - (6) Line Item Charge(s)
 - (7) Quantity of units of service provided
- e. For Outpatient Hospital Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
 - (1) OMAP Hospital Provider Number
 - (2) Revenue Center Code(s)
 - (3) Date of Service for each line item
 - (4) Quantity of units of service provided (Lab & X-ray only)
 - (5) Line Item Charge(s)
 - (6) Diagnosis Code(s)
 - (7) CPT4 Code(s) (Lab and X-ray only)
 - (8) Attending Physician OMAP or UPIN Performing Provider Number
- f. For Inpatient Hospital Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
 - (1) OMAP Hospital Provider Number
 - (2) Type of Admission Code
 - (3) Patient Status Code
 - (4) Date of Service (Dates from Admission through Discharge)
 - (5) Revenue Center Code(s)
 - (6) Total Charge
 - (7) Diagnosis Code(s)
 - (8) ICD9 Procedure Code(s) when a procedure is performed
 - (9) Attending Physician OMAP or UPIN Performing Provider Number
3. Encounter Data Compliance Validation
 - a. For purposes of cost recovery, OMAP shall validate only those Encounter types and data elements specified in this subsection.
 - (1) For Medical Encounters, OMAP shall validate only Encounters that involve Physician Services and only the following data elements:
 - (a) Contractor's OMAP Prepaid Health Plan Provider Number
 - (b) Patient Name
 - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
 - (d) OMAP or UPIN Performing Provider Number
 - (e) Date(s) of Service

- (f) Procedure Code(s)
 - (g) Diagnosis Code(s)
 - (h) Modifier(s) (if applicable)
 - (i) Line Item Charge(s)
- (2) For Outpatient Hospital Encounters, OMAP shall validate only Encounters with revenue center codes of 960-969, 975-976, 981-988 and only the following data elements:
- (a) Contractor's OMAP Prepaid Health Plan Provider Number
 - (b) Patient Name
 - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
 - (d) OMAP Hospital Provider Number
 - (e) Date of Service for each line item
 - (f) Revenue Center Code(s)
 - (g) Diagnosis Code(s)
 - (h) Line Item Charge
 - (i) Attending Physician OMAP or UPIN Performing Provider Number
- (3) For Inpatient Hospital Encounters, OMAP shall validate only the following data elements:
- (a) Contractor's OMAP Prepaid Health Plan Provider Number
 - (b) Patient Name
 - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
 - (d) OMAP Hospital Provider Number
 - (e) Date of Service (Dates from Admission through Discharge)
 - (f) ICD9 Procedure Code(s)
 - (g) Diagnosis Code(s)
 - (h) Total Charge
 - (i) Attending Physician OMAP or UPIN Performing Provider Number

b. Validation Schedule

- (1) For purposes of validating Encounter Data, OMAP shall collect information from Contractor's OMAP Member medical records no less than once per Agreement Year. OMAP shall give Contractor no less than 30 days written notice prior to reviewing or collecting information from Contractor's OMAP Member medical records for such purposes.
- (2) For purposes of validating Encounter Data, OMAP shall collect and tabulate information in the OMAP Encounter Data system no less than once every three months during the Agreement Year, at OMAP's sole discretion, and without notice to Contractor.

c. Error Types

OMAP shall look for the following types of errors when validating data, each of which shall serve as the basis for determination of recovery costs in accordance with sections 4 and 5 of this EXHIBIT:

- (1) Accuracy errors in the data are differences between the information in Contractor's OMAP Member medical records and the Encounter Data reported by Contractor to OMAP.
- (2) Omission errors are Encounters that Contractor does not submit to OMAP.
- (3) Missing medical record errors are Encounters selected by OMAP for medical record review for which Contractor is unable to provide the OMAP Member medical record within 90 days of a request by the OMAP Encounter medical review team.
- (4) Resubmission errors are pending Encounters that have been resubmitted and pending for errors after resubmission.
- (5) Timeliness errors in Encounter submissions are Encounters for which the time period between the date the Encounter is submitted to OMAP by Contractor and the date of service is greater than 395 days.
- (6) Timeliness errors in resubmitted Encounters are pending Encounters that Contractor has not resubmitted within 63 days.

d. Validation Methodology and Computation of Errors

- (1) Accuracy errors, omission errors and missing medical record errors.
 - (a) OMAP shall draw a random sample of OMAP Members selected from the universe of all of Contractor's OMAP Members during the validation period.
 - (b) OMAP shall use three random samples of Encounters drawn from the sample of OMAP Members selected in (a), above, for review of OMAP Member medical records: the medical sample, the inpatient hospital sample and the outpatient hospital sample.

The random sample of Encounters shall not be less than 50 Encounters, the size of the sample shall be determined by OMAP and will assure a statistically reliable result is provided. This random sample of Encounters is the "test sample."

- (c) The total number of Contractor Encounters provided during the validation period is determined as follows:

- A. The number of Encounters observed in the test sample, but not reported by Contractor to OMAP as Encounters is determined and computed as a percentage.
- B. The lower bound of a 95% confidence level range that the percentage of Encounters observed but not reported by Contractor represents the true percentage of Encounters provided but not reported by Contractor is determined according to the following formula:

where:

- P_t = the calculated percentage of Encounters not reported
- P = the observed percentage in the test sample
- N = the number of Encounters in the test sample

$$P_t = P - (1.64 * \text{SQRT} \{ P(1-P)/N \})$$

- C. The total number of Encounters provided by Contractor during the validation period is determined according to the following formula:

where:

- N_r = the number of Encounters reported by Contractor to OMAP during the validation period
- N_{te} = the total number of Encounters provided by Contractor

$$N_{te} = N_r \text{ over } \{ (1 - P_t) \}$$

- (d) Contractor's accuracy errors in the Encounter Data are computed as follows:

- A. The OMAP Encounter medical review team shall determine the number of Encounters in the test sample that were reported to OMAP with one or more accuracy errors in the data elements subject to financial penalties. This determination shall be based on a comparison of information available in the medical record and the information reported to the OMAP Encounter Data system.
- B. The lower bound of a 95% confidence level range of the observed accuracy error percentage shall be determined according to the formula below. For the purpose of the calculation used in this

subsection the test sample, N , shall be reduced by the number of omissions observed, (i.e., Encounters observed in the sample but not reported by Contractor to OMAP in the test sample), N_e . The result of this calculation is the calculated percentage of accuracy errors.

where:

- P_{te} = the calculated percentage of accuracy errors in Encounters submitted to OMAP
- P_e = the observed percentage in the test sample reduced by the number of observed omissions
- N_e = the size of the test sample reduced by the number of observed omissions

$$P_{te} = P_e - (1.64 * \text{SQRT} \{ P_e(1-P_e)/N_e \})$$

- C. The calculated percentage of accuracy errors determined in step B, above shall be reduced by the 5% error tolerance adjustment.
 - D. The calculated percentage of accuracy errors, adjusted for error tolerance, shall be multiplied by the total number of Encounters determined in d.(1)(c)C. The result is the estimated number of accuracy error Encounters subject to recovery.
- (e) Contractor's omission errors are computed as follows:
- A. The calculated percentage of Encounters not reported by Contractor, determined in d.(1)(c)B., above, is reduced by the 5% error tolerance adjustment.
 - B. The calculated percentage of Encounters not reported by Contractor, adjusted for error tolerance, is multiplied by the total number of Encounters determined in d.(1)(c)C. The result is the calculated number of omission Encounters subject to recovery.
- (f) Contractor's missing medical record errors are the actual count of such errors in each sample of OMAP Member Encounters.
- (2) Resubmission errors, timeliness errors in Encounter submissions and timeliness errors in resubmitted Encounters.
- (a) Contractor's resubmission errors are computed as follows:

- A. The number of pended Encounters resubmitted to the OMAP Encounter Data system that pend a second time is tabulated continuously.
 - B. This number is reduced by a 5% error tolerance factor. The result is the number of resubmitted pended Encounters subject to recovery.
 - (b) Contractor's timeliness errors in Encounter submissions are computed as follows:
 - A. The number of Encounters submitted to the OMAP Encounter Data system with a date of service greater than 395 days from date of service until submission to OMAP is tabulated continuously.
 - B. This number is reduced by a 5% error tolerance factor. The result is the number of Encounters not submitted in a timely fashion subject to recovery.
 - (c) Contractor's timeliness errors in resubmitted encounters are computed as follows:
 - A. The number of Encounters pended in the OMAP Encounter Data system with a pend date greater than 63 days before resubmission to OMAP or that are not resubmitted to OMAP is tabulated continuously.
 - B. This number is reduced by a 5% error tolerance factor. The result is the number of pended Encounters not resubmitted in a timely fashion subject to recovery.
4. Recovery of Costs
- a. The accuracy errors recovery cost equals the total number of Contractor's accuracy errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.20.
 - b. The omission errors recovery cost equals the total number of Contractor's omission errors for Medical and Outpatient Hospital multiplied by \$1.00, plus the number of Contractor's omission errors for Inpatient Hospital Encounters multiplied by \$5.00.
 - c. The missing medical record errors recovery cost equals the total number of Contractor's missing medical record errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$100.00.

- d. The resubmission errors recovery cost equals the total number of Contractor's resubmission errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.10.
 - e. The timeliness errors in Encounter submissions recovery cost equals the total number of Contractor's timeliness errors in Encounter submissions for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.10.
 - f. The timeliness errors in resubmitted Encounters recovery cost equals the total number of Contractor's timeliness errors in resubmitted Encounters for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$3.00.
 - g. Contractor's total recovery cost is the sum of the recovery costs computed in a. through f. of this subsection.
5. Settlement of Recovery Costs
- a. Contractor's obligation to report Encounter Data begins upon the effective date of this Agreement. Contractor shall be required to pay recovery costs for errors occurring at any time during Contractor's Agreement Year and during all periods of any subsequent Agreement Years.
 - b. OMAP shall notify Contractor quarterly of the recovery costs due for the preceding three-month recovery period.

EXHIBIT E

PRIMARY CARE PRACTITIONER REPORT

SUBMITTAL: Submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO: Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer Street, NE
Salem, Oregon 97310-1014

If you have any questions or want this report on diskette, call your PHP Coordinator.

INSTRUCTIONS FOR PRIMARY CARE PRACTITIONER REPORT

COMPLETE A REPORT FOR EACH SERVICE AREA

- PCP -** List names of primary care practitioners on your panel.
- TYPE -** MD, DO, NP, PA or ND
- SPEC. -** PCP's specialty - FP = Family Practice; GP = General Practice; IM = Internal Medicine; PD = Pediatrics; OB/GYN = Obstetrics/Gynecology; WM = Women's Medicine.
- ADDRESS -** PCP's practice location. If PCP has more than one location that serves OHP clients, list each location separately.
- ZIP -** Zip Code of PCP practice location.
- OHP**
- STATUS -** Indicate whether each PCP is, at the time of this report:
- 1 = Open to all OHP patients
 - 2 = Open to established OHP patients only
 - 3 = Closed to OHP patients

Total # Service Area PCPs -

Total number of PCPs on your panel in the Service Area. Count a PCP only once, even if he or she practices at multiple locations.

PRIMARY CARE PRACTITIONER REPORT

PLAN _____

SERVICE AREA _____

PAGE _____

<u>PCP</u>	<u>TYPE</u>	<u>SPEC.</u>	<u>ADDRESS</u>	<u>ZIP</u>	<u>OHP STATUS*</u>

Total # Service Area PCPs _____

- * 1 = Open to all OHP
- 2 = Open to established OHP patients only
- 3 = Closed to OHP patients at this time

EXHIBIT F

Health Plan Complaint Log

SUBMITTAL: Submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.

SEND TO: Analysis & Evaluation Subunit
Managed Health Care Unit
Office of Medical Assistance Programs
500 Summer Street, NE
Salem, Oregon 97310-1014

If you have any questions or want this report on diskette, call your PHP Coordinator.

HEALTH PLAN COMPLAINT LOG

Contractor: _____ Report Period: _____ Through _____

Type of Complaint	Category	Oral	Written	Resolved	Final	Total
A. Complaints about Access	Provider Location					
	Language Barrier					
	Scheduling Appointments					
	Number of providers					
	Waiting time for appointment too long					
B. Complaints about Quality of Care.	Specialty/referral care denied					
	Client believed quality of care inadequate					
	Provider explanation/instructions poor					
C. Complaints about Quality of Service.	Provider staff rude					
D. Complaints about Denial of Service.	Denied payment: Emergency Room Services					
	Condition or treatment an excluded service					
	Type of care not covered by plan providers					
	Provider determined requested service not medically necessary					
Total Number of Complaints Reviewed						
Number of Complaints to OMAP Hearing						

Instructions to Health Plan Complaint Log

Type of Complaint:

Complete for each **type** of complaint, by principal complaint. (e.g. if a member has a complaint about access and quality of service, the major complaint for the member should be marked.)

Within each type of complaint, the **category** of the principal complaint should be marked. (e.g. if the member stated that the quality of care was inadequate and she was unable to follow the instructions of the physician, the first complaint category would be marked.)

Oral Complaints include all oral complaints made to the individuals responsible for complaints at the plan. If this is delegated to the practice or IPA level, the complaints made to this individual are recorded.

Written Complaints include all complaints made in writing, regardless of whether the complaint has been reviewed as an oral complaint. Complaints of **denial of service** are indicated in Type of Complaint D. Each written complaint should have a disposition as follows: to hearing, to **resolution** satisfactory to the member (Resolved), or to **final** decision by the plan (Final). Written complaints which are not resolved to the satisfaction of the member should be attached with proposed resolutions recorded. These will be reviewed on quality assurance survey.

If a member requests a **hearing** in the same quarter as the complaint, plan must record the number of hearings requested which arose from complaints during the quarter. If hearing is requested in the next quarter, include it with the next quarter complaints.

MEETING DATE: SEP 22 1994

AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Transfer of Found/Unclaimed Property - 94-1

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Services

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Transfer of Found/Unclaimed Property as listed to the Sheriff's Office as outlined in the Multnomah County Code 7.70.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

BOARD OF
COUNTY COMMISSIONERS
1994 SEP 15 AM 8:58
MULTNOMAH COUNTY
OREGON



Multnomah County Sheriff's Office

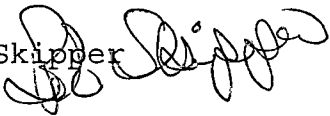
12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

BOB SKIPPER
SHERIFF

(503) 255-3600

Memorandum

TO: Beverly Stein
Chair of the Multnomah County Board

FROM: Robert G. Skipper 
Sheriff

DATE: September 13, 1994

SUBJECT: Found/unclaimed Property - 94-1

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owners of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Sheriff's Office for use by the Sheriff's Office.

Attachment: six pages items #0001-0150.

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
0001	87-4786	REALISTIC SCANNER	6032615
0002	87-10688	SHIMANO 2201W FISHING REEL	
0003	87-10688	ABU GARCIA AMBASSADEUR 523 FISHING REEL	
0004	89-4388	JASON TELESCOPE MODEL #323	
0005	89-4406	SONY CASSETTE PLAYER	
0006	89-4406	JEWELRY BOX	
0007	89-4625	BAG OF COSTUME JEWELRY	
0008	89-4625	PENNY COLLECTION BOOK WITH COINS	
0009	89-4625	PENNY COLLECTION BOOK WITH COINS	
0010	89-6527	BOBCAT RUG	
0011	89-10181	JOHN DEERE LEAF BLOWER	
0012	89-10181	MOTOROLA HANDHELD RADIO / HT90	
0013	89-10181	MOTOROLA HANDHELD RADIO / HT90	
0014	89-10181	MOTOROLA RADIO CHARGER	NTN4266A
0015	89-10181	MOTOROLA RADIO CHARGER	NTN4266A
0016	89-10181	MOTOROLA RADIO CASE - BLACK	
0017	89-10181	MOTOROLA MICROPHONE - GRAY	
0018	89-2130	POLICE SCANNER	
0019	89-2130	FLASHLIGHT	
0020	89-2130	SEIKO WRISTWATCH	
0021	89-7906	BLACK & DECKER 3/8" SHORTY DRILL	5232
0022	89-7906	J.C. PENNEY TOOL BOX WITH MISC. TOOLS	
0023	89-7906	TOOL & DIE KIT	606
0024	89-1434	AMERICAN EAGLE 1 OUNCE SILVER COIN	
0025	89-1434	1987 5-PIECE PROOF SET IN CASE	

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
-----	-----	-----	-----
0026	89-1434	THREE WATCHES	
0027	89-1434	BUTTERFLY BROACH	
0028	89-273	PAIR OF BUSHNELL ZOOM	02947
0029	89-9242	TWO SAMURI SWORDS WITH STAND	
0030	89-11311	CASICO WRISTWATCH	
0031	89-11311	GOLD COLORED NECKLACE 18" LONG	
0032	89-11311	NIKON BINOCULARS IN BLACK CASE	
0033	89-10396	TASCO BINOCULARS	
0034	89-7224	UNIDEN SCANNER	85069144
0035	89-4908	KENWOOD STEREO AMPLIFIER	70801916
0036	89-4908	KENWOOD STEREO CONTROL AMPLIFIER	70801538
0037	89-4908	KENWOOD STEREO CASSETTE	71201667
0038	89-4908	KENWOOD SYNTHISIZER	80137005
0039	89-4908	KENWOOD CASSETTE/DISK PLAYER	80202236
0040	89-4908	CANNON AE-1 CAMERA WITH ASSORTED LENSES	1652212
0041	89-4908	7 1/2" SKILSAE TYPE 16	
0042	89-4908	MAC AIR DRILL	2388
0043	89-4908	CPI AIR DRILL	N7580
0044	89-4908	BLUE DART HAND DRILL	
0045	89-4908	MARC AIR HAMMER	
0046	89-4908	ROCKWELL SABERSAW	52448
0047	89-4908	BLACK & DECKER ROUTER	
0048	89-4908	SEARS 8 1/4" MITER SAW/ORANGE & BLACK	
0049	89-4908	NTC GRINDER	24037
0050	89-4908	ALLIED AIR WRENCH	69091
0051	89-9372	QUASAR VHS CAMERA	

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
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0052	90-6279	SAFE - SENTRY MODEL 1150	
0053	90-4626	UNIDEN PRO 520 CB	
0054	90-4626	SONY AUTO REVERSE STEREO	
0055	90-2994	PENTAX 35MM CAMERA	1591174
0056	90-8007	JVC VIDEO RECORDER	VFV25U
0057	90-8007	PANASONIC BATTERY PACK	C9WA10041
0058	90-8007	QUASAR ADAPTOR	WK70690310
0059	90-8007	OLYMPUS CAMERA	2314821
0060	90-8007	SOUNDESIGN 2-LINE PHONE	7278
0061	90-11980	PROFILE CAR STEREO	00300108
0062	90-4322	PENTAX 35MM CAMERA	4421687
0063	90-3679	SANBORN AIR COMPRESSOR	H1750226
0064	90-10979	BEAR COMPOUND BOW WITH ARROWS	
0065	90-6167	ALPINE CAR STERO MODEL 7154	
0066	90-6167	FLASHLIGHT	
0067	90-6167	KNOBS	
0068	90-706	COIN "THE ROMAN EMPIRE"	
0069	90-1066	GOLD COLORED NECKLACE 24"	
0070	90-1066	MEN'S GENEVA WATCH	
0071	90-1065	5 CHAINS	
0072	90-2292	BLAUPUNKT AM/FM CASSETTE	7647881010
0073	90-1560	ONE PROPANE TANK	
0074	91-1317	TWO CAR SPEAKERS "THE CRUNCH"	
0075	91-1317	BLAUPUNKT CD PLAYER	M5X6MAX
0076	91-1317	TWO CD CARTRIDGES	
0077	91-1317	WALL CHARGER	

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
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0078	91-10891	BAG OF ASSORTED COSTUME JEWELRY	
0079	91-2869	FOUR SONY SPEAKERS	
0080	91-1306	WHITMAN FLOOR JACK	
0081	91-1306	TWO TOOLS	
0082	91-4815	QUASAR CAM CORDER	WK03600337
0083	91-4815	VELBON TRIPOD	
0084	91-4815	MINOLTA CAMERA AND LENS	1107901
0085	91-5041	AUTOTEC AMPLIFIER	9090015
0086	91-5302	ROAD ALERT RADAR DETECTOR	
0087	91-5302	MAG LITE	41285876
0088	91-5302	REALISTIC 40 CHANNEL CB	0829074
0089	91-6181	JVC CASSETTE RECEIVER	06490188
0090	91-6181	TOSHIBA CASSETTE RECEIVER	9044005599
0091	91-6181	AUDIOVOX CASSETTE RECEIVER	602312985
0092	91-6181	WHISTLER RADAR DETECTOR	004069
0093	91-8116	TWO KICKER 12" SPEAKERS	
0094	91-6068	SCRAMBLER SCANNER	
0095	91-6068	SCRAMBLER SCANNER	
0096	91-8876	G.E. CORDLESS PHONE	00007356
0097	91-10686	COBRA SCANNER	83000717
0098	91-12412	HONDA GX140 5HP PUMP	1561173
0099	91-7701	AUTO HANDY CAM CORDER	253074
0100	91-11105	ASSORTED CAR SPEAKERS	
0101	91-5420	ELECTRIC FAN	
0102	91-3598	PROPANE TANK	
0103	91-2022	TWO ELECTRIC HEATERS	

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
-----	-----	-----	-----
0104	92-3439	BRIEFCASE	
0105	92-7667	TUFFBOX TOOL BOX WITH TOOLS	
0106	92-2643	GOLD COLORED CHAIN 20" LONG	
0107	92-3887	COBRA CB RADIO	23005638
0108	92-411	RING WITH 3 STONES & CASE	
0109	92-1059	MOTOROLA HT90 HANDIE TALKIE FM RADIO	
0110	92-1059	REALISTIC CB RADIO MODEL TRC-430	0083118
0111	92-1059	BLACK METAL FLASHLIGHT	
0112	92-10225	BLUE NYLON BAG	
0113	92-10225	JVC CAMCORDER	06310565
0114	92-10225	SONY STEREO	109955
0115	92-3652	ESKA 7.5HP OUTBOARD MOTOR	38321236
0116	92-9252	PROPANE TANK	
0117	92-6762	SANSUI CASSETTE PLAYER	74510108
0118	92-6762	TWO LOBIK CAR SPEAKERS	
0119	92-2078	CLARION CAR STEREO	0044300
0120	92-2078	BEL-TRONICA RADAR DETECTOR	290011
0121	92-2078	PORTABLE BACKGAMMON GAME	
0122	92-2078	TOYOTA LUG WRENCH	
0123	92-2078	SCREWDRIVER	
0124	92-2078	STANITY PRY BAR	
0125	92-2078	FLASHLIGHT	
0126	92-5837	CUTTERS	
0127	92-5837	PLIERS	
0128	92-5837	2 PIPE WRENCHES	
0129	92-5837	STANLEY HACKSAW	

ITEM #	CASE NUMBER	DESCRIPTION	SERIAL NUMBER
0130	92-6743	REALISTIC SCANNER MODEL 20-146	15015203
0131	92-8061	MAGLITE FLASHLIGHT	23522494
0132	93-3383	SHERWYN WILLIAMS AIRLESS SPRAYER	4339
0133	93-3383	BLUE JUMPER CABLES	
0134	93-3383	ORANGE EXTENSION CORD	
0135	93-9659	14KT GOLD JADE RING	
0136	93-9659	14KT GOLD BRACELET	
0137	93-3643	ONE HEATER	
0138	93-3643	NITROUS OXIDE SAPTEM	
0139	93-3643	PROPANE TANK	
0140	93-3643	PROPANE TANK	
0141	93-6111	ELECTRIC FAN	
0142	93-800	GRAY TOOL CASE	
0143	93-9292	SAMSUNG MICROWAVE	M71201195
0144	94-177	TORQUE WRENCH (PRO-POWER) WITH CASE	6643
0145	94-815	WEN 14" ELECTRIC CHAINSAW	
0146	94-1212	MIDLAND MINI CB RADIO	0017264
0147	94-1212	MIDLAND MINI CB RADIO	0012486
0148	94-1212	MIDLAND MINI CB RADIO	0020266
0149	94-2912	MOTOROLA CELLULAR PHONE	674GUBGS40
0150	92-3079	EVINRUDE OUTBOARD MOTOR	E6192384

Meeting Date: 9/22/94

Agenda No.: C-13

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Advisory Committee on Design and Construction of the Midland Library

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday, September 22, 1994
Amount of Time Needed: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Maria Rojo de Steffey TELEPHONE: X- 3955
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

In the Matter of the Appointments of Bob Boileau, Bonnie Morris, Cathy Van Zyl, Sharon Owen, Mavis Holt, Jolinda Osborne, Dorothy Smith, Mark Ruhland, Paul Porch, George Collier, Ken Snyder, Michael Dana, Marjorie Booton and Robert Godel to the ADVISORY COMMITTEE ON DESIGN AND CONSTRUCTION OF THE MIDLAND LIBRARY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

1994 SEP 10 PM 1:04
MIDLAND COUNTY
CLERK OF BOARD OF
SUPERVISORS



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

RECEIVED

SEP 07 1994

LBV DIR OFF

MEMORANDUM

TO: Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Beverly Stein, Chair

DATE: September 2, 1994

RE: Midland Library Design and Construction Advisory Committee

I would like to appoint the Midland Library Design and Construction Advisory Committee as soon as possible. As you know, the Advisory Committee shall be composed of 7 to 10 members including at least one Library Board member, one representative from the Friends of the library, three midcounty residents, one member who serves on the Library Entrepreneurial Initiatives Team and one representative of the design and construction industry.

Some names have been suggested:

Bonnie Morris, Library Board Member, Volunteered
Jolinda Osborne, Midland area resident
Dorothy Smith, Midland area resident - recommended by Comm. Kelley

If you have recommendations, please get those to me by September 15 and I will have the committee nominations placed on the agenda for the September 22 meeting.

✓ c: Ginnie Cooper, Director of Libraries

Before the Board of Commissioners
for Multnomah County, Oregon

In the Matter of creating an Advisory Committee on)
Design and Construction of the Midland Library)

RESOLUTION
94- 159

WHEREAS, the Multnomah County voters have approved general obligation bonds to fund construction of a larger Midland Library; and

WHEREAS, the Board of County Commissioners, with the advice and support of the Community as represented in public hearings, selected the existing location for the site of the library; and

WHEREAS, those who live and work in the midcounty area are eager to participate in making this larger library a significant public asset to help enhance the sense of community in this area.

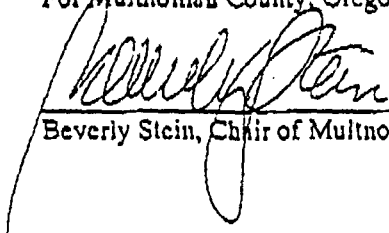
THEREFORE BE IT RESOLVED, that in accordance with the recommendations of the Library Board, the Board of County Commissioners resolves; that

1. An advisory Committee on Midland Library Design and Construction is created to provide advice and assistance to the county Facilities Division and the Library during the design and construction of Midland Library.
2. The Advisory Committee shall have seven to ten members including at least one Library Board member, one representative from the Friends of the Library, three midcounty residents, one member who serves on the Library Entrepreneurial Initiatives Team, and one representative of the design and construction industry.
3. The duties shall include:
 - a. Review appearance of the building for establishing a strong public presence and identity on 122nd Ave.
 - b. Suggest and help locate means of enhancing the adjacent park to benefit patrons, residents and wildlife.
 - c. Advice on the provision of library services during construction.
 - d. Review the design of the Midland Library to ensure that provision is made for such entrepreneurial activities as may be appropriate.
 - e. Recommend a program of public information and review.
4. The Advisory Committee shall be staffed by the Director of Libraries, with the assistance of the County Construction Manager.

BE IT FURTHER RESOLVED, that the Advisory Committee on Midland Library Design and Construction will terminate when the new Midland Library opens for the public.

Approved this 1st day of September, 1994

Board of County Commissioners
For Multnomah County, Oregon


Beverly Stein, Chair of Multnomah County

Reviewed by


Laurence Kressel
Multnomah County Counsel



September 15, 1994

Bew—

SUBJECT: Advisory Committee on Midland Library Design and Construction

Attached is the list of potential members of the committee developed by library staff with the help of community members. There are more listed than the number of members (7 to 10) proscribed in the resolution. In addition, there may be more suggestions from your fellow commissioners in response to your memo asking for their input. In Maria's absence, I've not been able to find out if more names were suggested.

The list attached is in priority order, and I've given you brief notes about the people suggested. You may wish to appoint more than the number in the resolution. The meetings are, of course, open, and will be publicized. All are welcome to attend. We will continue to build our mailing list of interested people. The list is good evidence of the high community interest in this project!

These appointments are on the Board's agenda for next week, with the hope that the committee will be appointed to meet first at the public meeting scheduled for September 28. If the appointments cannot happen next week, I will write to these folks, let them know they have been suggested for appointment to the committee, and invite them to attend the Midland meeting.

cc: Maria

Ginnie

ADVISORY COMMITTEE
ON DESIGN AND CONSTRUCTION OF THE MIDLAND LIBRARY

These three fill categories prescribed by the resolution:

Bob Boileau
123 NW 2nd Ave
Portland, OR 97209
Phone: 228-6444
Friends of the Library

Bonnie Morris
P.O. Box 16887
Portland, Oregon 97216-0887
Phone: 823-4032
Library Board Member

Cathy Van Zyl
25480 SE Rugg Rd
Gresham, Oregon 97080
Phone: 294-4127
LEIT member

These fill the category of midcounty residents prescribed by the resolution:

Sharon Owen
1307 NE 111th Ave.
Portland, Oregon 97220
Phone: 251-2446
East County Coalition

Jolinda Osborne
807 NE 90th Ave.
Portland, Oregon 97220
Phone: 257-3849
General, Midland area resident

Mark Ruhland
1973 SE 122nd Ave. #69
Portland, Oregon 97232
Phone:
General, ADA/Wheel chair

Mavis Holt
1235 SE 115th Ave.
Portland, Oregon 97216
Phone:
General, Mill Park Neigh. Assoc.

Dorothy Smith
13230 NE Sacramento Dr.
Portland, Oregon 97230
Phone:
Parkrose N. A. recommended by
Comm. Kelley

Paul Porch
11720 SE Alder St.
Portland, Oregon 97216
Phone:
General, Mill Park Neigh. Assoc.

George Collier
1718 SE 100 Ave.
Portland, Oregon 97216
Phone:
Retired contractor, Cherry Park N.A.

Ken Snyder
Multnomah Community Television
Mt. Hood Community College
26000 SE Stark Street
Gresham, Oregon 97030
Phone: 667-7636
Multnomah Community Television

Michael Dana
12826 SE Main St.
Portland, Oregon 97216
Phone:
General, Midland resident

Marjorie Booton
750 NE 87 Ave.
Portland, Oregon 97220
Phone:
General, Midland resident

Robert Godel
1104 SE 120th Ave.
Portland, Oregon 97216
Phone:
General, Midland resident

c:\wp51\misc\midadv.915



MULTNOMAH COUNTY OREGON

*Carolyn DeLoe
Commissioner*

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Midland branch library Advisory Board - Construction ^{ADA} ~~-RELATED~~
Juvenile Court Advisory Council

B. Name Mark C. Ruhland

Address 1973 Se 122nd, #69 Portland, OR 97233

City _____ State _____ Zip Code _____

Do you live in _____ unincorporated Multnomah County or xxx a city within Multnomah County.

Home Phone (503)256-5492

C. Current Employer RETIRED-Federal

Address _____

City _____ State _____ Zip Code _____

Your Job Title _____

Work Phone _____ (Ext) _____

Is your place of employment located in Multnomah County? Yes ☐ No ☐

D. Previous Employers _____ Dates _____ Job Title _____

IRS 11-90--2-92 Clerk

US Customs Service 08-87--07-88 Clerk

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Ft. Berthold CC(ND)	09-84--05-85	
University of ND-Grand Forks	ND06-85--12-85	

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Stewart Farmer XXX-2485217

Carolyn Schell 2485392

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE KNOWN AT THIS TIME

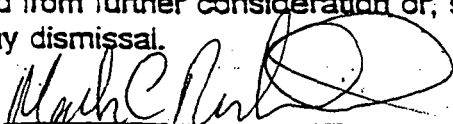
I. Affirmative Action Information

MALE--white, Disabled
sex/racial ethnic background

Birth date: Month 08 Day 06 Year 1960

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature



Date

9-8-94

SEP 22 1994

C-14

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION:

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

9/22/94 ORIGINALS to Herman Bratne via Jim KENNEDY (picked up)

The Board is requested to approve this agreement with the Portland Public Schools in which the County will provide foreign language interpretation services as required. The School District will reimburse the County for the services.

SIGNATURES REQUIRED:

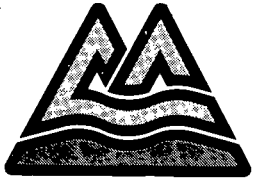
ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odgaard*
B. Odgaard

REQUESTED PLACEMENT DATE:

DATE: August 25, 1994

SUBJECT: Agreement with Portland Public Schools

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Portland Public Schools from the date of execution to and including June 30, 1995.
- II. Background/Analysis: This is a new contract with the Portland Public Schools. The Language Services section of the Health Department is able and prepared to provide foreign language interpretation in person and over the phone for Multnomah County Early Intervention (EI) and Early Childhood Special Education (ECSE) agencies. Interpretation for hearing impaired is not included in this agreement.
- III. Financial Impact: The County will be paid an amount not to exceed \$4,000.00.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of services to the public.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

1554.doc

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200665

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-14</u> DATE <u>9/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK REVENUE

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide language interpretation services.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Portland Public Schools
Child Services Center
 Mailing Address 531 S.E. 14th Street
Portland, Oregon 97214
 Phone 280-5840
 Employer ID# or SS# _____
 Effective Date Date of Execution
 Termination Date June 30, 1995
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☒ Monthly \$ invoice ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☒ Requirements Not to Exceed \$ 4,000.00

REQUIRED SIGNATURES:

Department Manager Bill Odegaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐
 Date 9/26/94
 Date _____
 Date 9/26/94
 Date September 22, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015								Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY
AND
PORTLAND PUBLIC SCHOOLS
FOREIGN LANGUAGE INTERPRETATION SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 1994, by and between Multnomah County, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the Portland Public Schools hereinafter referred to as "RECIPIENT"),

WITNESSETH:

WHEREAS, RECIPIENT requires foreign language interpretation services which the COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY's Health Department is able and prepared to provide the foreign language interpretation services the RECIPIENT does hereinafter require, and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from the date of execution, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. COUNTY'S services under this Agreement shall consist of the following:

1. Provide foreign language interpretation in person and over the phone for Multnomah County Early Intervention (EI) and Early Childhood Special Education (ECSE) agencies.
2. Interpretation services will be provided Monday through Friday, 8:00 a.m. to 7:00 p.m.
3. Languages interpreted will include Spanish, Russian, Romanian, Vietnamese, Khmer (Cambodian), Lao, Mien, Hmong, Amharic, Tigrinya, Arabic, Cantonese, Haitian Creole, Croatian, Farsi, Korean, Somali, and Tonga (interpretation for hearing impaired is not included in this agreement.)
4. Requests for services are to be made at least three working days prior to appointment. COUNTY will make a good faith effort to honor requests made less than 3 working days in advance, but will not assure interpretation services for such requests.
5. Cancellations of service requests must be received by the COUNTY by phone or FAX at least 4 hours (during the work day) in advance of

the appointment.

6. Interpreters cannot provide transportation or any other service for EI/ECSE clients or agency staff.

3. Compensation.

A. RECIPIENT agrees to pay COUNTY an amount not to exceed \$4,000.00 based upon the following terms:

1. Basic rate for interpretation will be \$24.00 per hour with a one hour minimum per request. Any interpretation time over the first hour will be billed in 15 minute increments. Basic interpreted appointment confirmation calls are included at no charge. Telephone interpretation will be charged at \$24.00 per hour in 15 minute increments.
2. Monthly billings will be based on hours recorded by interpreters on signed Interpreter Request/Assignment forms submitted to the County for payroll purposes.
3. Recipient's requesters will identify which program the interpreter will be supporting, using program identifiers agreed upon between the COUNTY and the RECIPIENT.
4. Appointments which the client(s) fail to attend will be billed for one hour.
5. Appointments that are cancelled less than four hours in advance will be billed for one hour.

4. Recipient is Independent Contractor

A. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of RECIPIENT.

B. Subject to the limits under state law, including the Tort Claims Act, COUNTY agrees to defend RECIPIENT and hold harmless for all damages, claims, suits or actions resulting or arising out of the activities of COUNTY, its employees, or any subcontractor under this contract. However, RECIPIENT remains liable for claims which result or arise solely out of the errors or omissions of RECIPIENT.

5. Access to Records

A. COUNTY agrees to permit authorized representatives of RECIPIENT, and/or the applicable Federal or State government audit agency to make such review of the records of the COUNTY as RECIPIENT or auditor may deem necessary to satisfy audit and/or program evaluation purposes. COUNTY shall permit authorized representatives of RECIPIENT to site visit all programs covered by this Contract.

6. Modification

A. Amendments to the provisions of this Contract, whether RECIPIENT or COUNTY initiated, shall be reduced to writing and signed by both parties.

7. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

8. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by RECIPIENT, or be cause for placing conditions on said funding and /or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by thirty (30) days written notice to the other party.

9. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

10. Record Confidentiality

RECIPIENT agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the date first hereinabove written.

PORTLAND PUBLIC SCHOOLS

By _____

Leonard E. Vuylsteke

Title Deputy Clerk

Date _____

Federal tax Identification Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, County Chair

Date September 22, 1994

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 8/26/94

By _____

Program Manager

Date _____

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By Laurence Kessel

Date 9/2/94

6006.doc

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-14 DATE 9/22/94

DEB BOGSTAD

BOARD CLERK

MEETING DATE: SEP 22 1994

AGENDA NO.: _____

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT:Ratification of intergovernmental agreement with Oregon
Department of Human Resources

BOARD BRIEFING Date Requested: _____

Amount of Time Needed:

REGULAR MEETING: Date Requested: SEPTEMBER 8, 1994

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

9/22/94 ORIGINALS to Jim Kennedy - picked up

Ratification of intergovernmental agreement with the Oregon Department of Human Resources. The County will allow potential Department of Human Resources clients to apply for Oregon Health Plan services at County sites. The County will be responsible for costs incurred as a result of providing the services.

SIGNATURES REQUIRED:

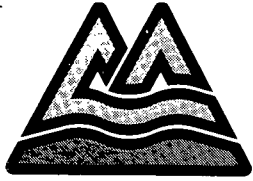
ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Belle Delgado

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odegaard*
B. Odegaard

REQUESTED PLACEMENT DATE: 22 SEP 94

DATE: August 24, 1994

SUBJECT: Ratification of agreement with Oregon Department of Human Resources

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Oregon Department of Human Resources for the period October 1, 1994 to and including September 30, 1995.
- II. Background/Analysis: This agreement will provide for a partnership between the state and the County in which the County will allow potential Department of Human Resources clients to apply for Oregon Health Plan services at County sites. The county will provide informational sessions to potential applicants and other services as necessary to assist them in the application process.
- III. Financial Impact: No payments for services are specifically provided for in the agreement, but some costs may be reimbursed in accordance with DHR administrative rules.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200735

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-15</u> DATE <u>9/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date 25 AUG 94Contract Originator Brame KENNEDY Phone x2639 6747 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Assist public in applying for Oregon Health Plan Program services.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Oregon Department of Human Resources
 Mailing Address 500 Summer Street N.E., 3rd Floor
Salem, Oregon 97310-1015

Phone (503) 378-2263

Employer ID# or SS# _____

Effective Date October 1, 1994Termination Date September 30, 1995Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Belli OdgaardPurchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration (Class I, Class II Contracts Only) [Signature]Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 8/25/94

Date _____

Date 9/7/94Date September 22, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	390	015	0650			6110			OMAP	N/A		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AFTER YOUR REVIEW AND APPROVAL OF THE ENCLOSED CONTRACT, PLEASE SIGN AND DATE ALL COPIES, AND RETURN ALL DOCUMENTS AS SOON AS POSSIBLE TO:

Larry G. Daimler, Contracts Officer
Department of Human Resources
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1015

AFTER THE CONTRACT HAS BEEN SIGNED BY ALL PARTIES, WE WILL RETURN ONE ORIGINAL CONTRACT TO YOU FOR YOUR RECORDS.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME AT (503) 945-6940.

OMAP Contract #40618

OUTREACH SERVICES AGREEMENT

This agreement is between the State of Oregon acting by and through Department of Human Resources, Office of Medical Assistance Programs, Adult and Family Services Division and the Senior and Disabled Services Division, hereinafter called DHR and

MULTNOMAH COUNTY HEALTH DIVISION
426 SW STARK, 8TH FLOOR
PORTLAND, OREGON 97204

hereinafter called FACILITATOR.

I. TERM

This agreement shall become effective on October 1, 1994. This agreement shall expire, unless otherwise terminated or extended, on September 30, 1995.

II. PURPOSE

The purpose is to allow potential DHR clients to apply for Oregon Health Plan (OHP) Program services at the locations of the facilitator. All costs incurred under this agreement shall be the responsibility of the Facilitator.

III. STATEMENT OF WORK

FACILITATOR responsibilities:

1. The Facilitator shall only provide OHP application and enrollment services for families with pregnant females or families with children. The Facilitator shall not provide such services for single adults or households without children in the home.
2. The Facilitator shall provide application and enrollment services for the entire household if the household is under the Federal Poverty Level (FPL).
3. The Facilitator shall provide application and enrollment services for pregnant women with income between 100% and 133% of the FPL and for children under the age of six (6) living in families with income between 100% and 133% of the FPL.

4. The Facilitator shall establish a date of request for all



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 378-6791

applicants by date stamping the application in the appropriate place with the date that the request for an application is made.

5. The Facilitator shall provide informational sessions to potential applicants. Informational sessions shall explain the OHP program and provide counseling that will give the applicant enough information to make an informed choice when selecting a health care provider/plan. The session shall, at a minimum, include answering questions and assisting in filling out application forms. Language or sign language interpreters must be available at the information sessions, if requested by applicants in advance. The information provided at these sessions shall include information regarding:
 - a. Oregon Health Plan (OHP) eligibility criteria;
 - b. Managed health care;
 - c. Criteria for choosing a health and dental plan;
 - d. How to enroll in a health/dental plan or with a primary care case manager;
 - e. How to read the medical care identification form;
 - f. Services that are covered under the Oregon Health Plan and those that are not;
 - g. Doctor referrals;
 - h. Preventive medical services;
 - i. Emergency room use;
 - j. Medical transportation;
 - k. Client rights and responsibilities;
 - l. Client complaint procedures.
6. The Facilitator shall provide unbiased managed care choice counseling.
7. The Facilitator shall make copies of and submit all eligibility verification information that is required to accompany the application to the DHR OHP Central Branch.
8. The Facilitator shall be held accountable for a 90% accuracy and completeness standard on all applications and verifications submitted to the DHR OHP Central Branch.
9. The Facilitator shall be held accountable for an 80% correct

response rate from all applicants screened to 5 basic questions about the OHP (supplied by the DHR).

10. The Facilitator shall provide weekly separate reports to DHR and the DHR OHP Central Branch distributed by the facilitator on the number of applications distributed including name, zip code, social security number, and date of birth of applicant.
11. The Facilitator shall ensure that the percentage of clients who change plans within the first 30 days shall be less than 5%.

DHR responsibilities:

1. DHR will provide the initial training to Facilitator's staff on OHP eligibility, DHR application procedures and documentation requirements on January 20, 1994 through January 24, 1994 and additional training as required due to changes in policy or procedure.
2. DHR will provide to Facilitator OHP application forms, Managed Care Information booklet, Plan Comparison charts, Provider listings, and other necessary forms.
3. DHR will process all applications in accordance with DHR standards.
4. DHR will process completed OHP applications, which have satisfactory verification information, within the time requirements set forth in DHR policy. In the event of a change in policy, the time for completion of processing shall be changed to the new time requirements.

IV. CONSIDERATION

~~There is no consideration under this agreement.~~ However, reasonable costs associated with work under this agreement may be included on cost reports submitted to DHR and will be reimbursed in accordance with DHR administrative rules.

V. TRAVEL AND OTHER EXPENSES

No travel expenses will be reimbursed under this agreement.

VI. GENERAL PROVISIONS

1. Effective Date and Duration

It is provided that the passage of the agreement expiration date shall not extinguish or prejudice the DHR's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

2. Subagreements and Assignments

Facilitator may not enter into any subagreements for any of the work scheduled under this agreement or transfer any of its interest in this agreement without obtaining prior written approval from the DHR.

3. Termination

- A. This agreement 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.
- B. The DHR may terminate this agreement, effective immediately upon delivery of written notice to the Facilitator, or at such later date as may be established by the DHR if any license or certification required by law or regulation to be held by the Facilitator to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- C. The DHR, may terminate the whole or any part of this agreement effective immediately upon delivery of a written notice of default (including breach of agreement) to the Facilitator:
 - 1) If the Facilitator, through its own fault, fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 - 2) If the Facilitator fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the DHR, fails to correct such failures within 30 days or such longer period as the DHR may authorize.

The rights and remedies of the DHR provided in the above clause related to defaults (including breach of agreement) by the facilitator shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

4. Access to Records

The DHR, the Secretary of State's Office of the State of Oregon, the Federal Government, and all duly authorized representatives shall have access to the books, documents, papers, and records of

the Facilitator that are pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

5. State Tort Claims Act

Facilitator is insured under the provisions of ORS 30.260 through 30.300 (as now or hereafter amended) for its tort liabilities.

8. Indemnity

Facilitator shall indemnify, defend and hold harmless the State of Oregon and its Department of Human Resources, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the Facilitator, its officers, subcontractors, agents or employees under this agreement to the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act.

9. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by the parties.

10. Ownership of Work Product

All work products of the Facilitator that result from this agreement are the exclusive property of the DHR.

11. Nondiscrimination

Facilitator agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Facilitator shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12. Successors in Interest

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

13. Force Majeure

Facilitator will not be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God, and war which is beyond the facilitator's reasonable control. Facilitator

shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the agreement.

14. **Severability**

The parties agree that 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 and 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.

15. **Recycling:**

As required by Oregon statute, in the performance of this agreement the Facilitator shall use, to the maximum extent economically feasible, recycled paper.

16. **Insurance Requirements:**

Facilitator is insured under the provisions of ORS 30.260 through 30.300 (as now or hereafter amended) for its tort liabilities.

17. **Waiver**

The failure of the DHR to enforce any provision of this agreement does not waive the DHR's right to enforce any other provision.

18. **WRITTEN NOTICE:**

All notices regarding this agreement should be sent to the parties at the following addresses:

To DHR: Larry G. Daimler
 Senior and Disabled Services DHR
 500 Summer Street N.E., 3rd Floor
 Salem, OR 97310-1015

To Facilitator: Multnomah County Health Division
 426 SW Stark, 8th Floor
 Portland, Oregon 97204

Any written notice hereunder shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

20. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. FACILITATOR, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VII. CONTRACTOR DATA AND CERTIFICATION

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions listed herein and made a part of this Agreement by reference; and hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws and hereby certify I am an independent contractor as defined in ORS 670.600.

Name (tax filing) _____
Address _____

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No
Business Designation (check one):

☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☒ Governmental/Non-Profit

SSN# _____ Federal Tax ID# 93 - 600 2309

Payment information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer I.D. number provided above prior to contract approval. (See IRS 1099 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: I, under penalty of perjury, do hereby certify that (a) The number shown on this agreement is my correct taxpayer ID (or I am waiting for a number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

VIII. SIGNATURES



Facilitator Signature
Beverly Stein, Multnomah County Chair

September 22, 1994
Date

Office of Medical Assistance Programs
Administrator/Delegate

Date

Adult & Family Services Division
Administrator/Delegate

Date

Senior & Disabled Services Division
Administrator/Delegate

Date

Reviewed by Prog. Asst.

Initials

Date

Reviewed by Contracts Unit

Initials

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 

Date: 9/22/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 9/22/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 22 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Minority Enterprise Development Week Proclamation

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, September 22, 1994

Amount of Time Needed: 5 MINUTES (Photographs to be taken.)
9:30 TIME CERTAIN

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Jerry Walker TELEPHONE #: Ext. 6699

BLDG/ROOM #: 421/1st /

PERSON(S) MAKING PRESENTATION: Carl Culham, Grace Gallegos or Jerry Walker

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Requested that the BCC proclaim October 10-14, 1994 as Minority Enterprise Development Week.

9/22/94 ORIGINAL TO JERRY WALKER,
COPIES TO DAVE BOYER & Delma
SIGNATURE REQUIRED: Farrell

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)
Week of October 10 - October 14, 1994) PROCLAMATION
as Minority Enterprise Development Week)

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

WHEREAS, Minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth; now therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proudly proclaims October (10-13) 1994 as **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY** to thank all our minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

DATED this 22nd day of September, 1994

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

*In the Matter of Proclaiming the)
Week of October 10 - October 14, 1994) P R O C L A M A T I O N
as Minority Enterprise Development Week) 94-172*

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

WHEREAS, minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth; now therefore

*IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proudly proclaims October 10-14, 1994 as **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY**, to thank all our minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.*

DATED this 22nd day of September, 1994.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Beverly Stein

Beverly Stein, Chair

Agenda No.: R-2

AGENDA PLACEMENT FORM

9/13/94

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the Month)
of October, 1994 to be Disability)
Employment Awareness Month in Multnomah) P R O C L A M A T I O N
County, Oregon)

WHEREAS the United States of America has been in the forefront of civil and human rights for individuals with disabilities; and

WHEREAS, the State of Oregon has strived to implement the letter and the intent of federal legislation regarding persons with disabilities, particularly regarding the implementation of the Americans with Disabilities Act; and

WHEREAS, Multnomah County affirms its support of the implementation of those rights; and

WHEREAS, people with disabilities represent the nations largest pool of trained, skilled, knowledgeable, and hard-working persons while experiencing the highest rate of unemployment amount any minority group in America; and

WHEREAS, the United States Congress has declared each October as National Disability Employment Awareness Month in an effort to encourage and promote the employment of people with disabilities.

NOW, THEREFORE, the Multnomah County Board of Commissioners hereby Proclaim the month of October, 1994 to be Disability Employment Awareness Month in Multnomah County, Oregon and call upon employers in our community to employ and promote persons with disabilities whenever possible and to comply with the regulations of the Americans with Disabilities Act.

APPROVED this _____ day of September, 1994.

MULTNOMAH COUNTY, OREGON

(S E A L)

Beverly Stein
Multnomah County Chair



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

FAX COVER SHEET

TO: ARIKOE LANDRY

FROM: Dee Boysto
Office of the Board Clerk

PHONE: MHRC

PHONE: (503) 248-3277

FAX: 823-0119

FAX: (503) 248-5262

Sending a total of 2 pages, including cover sheet.

DATE: September 19, 1994

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)
Month of October, 1994 to be Disability) **PROCLAMATION**
Employment Awareness Month in) **94-173**
Multnomah County, Oregon)

WHEREAS, the United States of America has been in the forefront of civil and human rights for individuals with disabilities; and

WHEREAS, the State of Oregon has strived to implement the letter and the intent of federal legislation regarding persons with disabilities, particularly regarding the implementation of the Americans with Disabilities Act; and

WHEREAS, Multnomah County affirms its support of the implementation of those rights; and

WHEREAS, people with disabilities represent the nation's largest pool of trained, skilled, knowledgeable, and hardworking persons while experiencing the highest rate of unemployment amount of any minority group in America; and

WHEREAS, the United States Congress has declared each October as National Disability Employment Awareness Month in an effort to encourage and promote the employment of people with disabilities; now therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proclaims the Month of October, 1994 to be **DISABILITY EMPLOYMENT AWARENESS MONTH IN MULTNOMAH COUNTY, OREGON**, and calls upon employers in our community to employ and promote persons with disabilities whenever possible and to comply with the regulations of the Americans with Disabilities Act.

DATED this 22nd day of September, 1994.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Beverly Stein

Beverly Stein, Chair

MEETING DATE: SEP 01 1994 SEP 22 1994

AGENDA NO: R-6 R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: In the Matter of Including Certain Design Elements in the Reconstruction of the Central Library

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 1, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT: Dan Saltzman

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

This resolution reaffirms and clarifies the Board of County Commissioners' intent that the design for the reconstruction of the Central library accommodate possible installation of interior advertising displays and a coffee shop, both consistent with the overall aesthetic design of the library. It also provides that the Board of County Commissioners approve the final design of the Central Library.

*9/26/94 copies to BCC, Mark Winder &
Ginnie Cooper*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

1994 AUG 25 PM 3:01
MULTI-MEDIA COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the office of the Board Clerk 248-3277/248-5222



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

D.S.

TODAY'S DATE: AUGUST 25, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 1, 1994

RE: Resolution In the Matter of Including Certain Design Elements in the Reconstruction of the Central Library

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Through the creation of the Library Entrepreneurial Initiatives Team, the Library Enterprise Fund, and the passage of Resolution 94-13, the Board of County Commissioners has sought to encourage entrepreneurial activities within the Multnomah County Library. The goal is to raise non-tax revenues to increase materials acquisition and branch hours. Two activities that have been identified as having a strong revenue potential for the Central Library is the establishment of a coffee shop in the popular reading room of the first floor, and making available tasteful interior displays for advertising purposes.

This resolution reaffirms and clarifies the Board of County Commissioners' intent that the design of the Central Library reconstruction allow for the institution of these two activities. It also provides that a firm with experience in interior displays be made a part of the design team, to ensure that such displays be tasteful, effective and in keeping with the overall aesthetic of the building. These designs are to be integrated with general signage for the Central Library, and plans for signage connected to philanthropic giving to the Central Library.

The resolution also provides for Board of County Commissioners' approval of the final design of the library.

III. Financial Impact

There would be some cost in retaining a firm experienced in interior design. The cost would be absorbed in the general budget for the Central Library reconstruction.

IV. Legal Issues

There are no legal issues.

V. Controversial Issues

The general question of whether it is appropriate for the library to engage in entrepreneurial activities.

VI. Link to Current County Policies:

This resolution reaffirms the County's commitment to find new non-tax revenues to supplement the library budget for the purpose of increasing materials acquisition and branch hours as expressed in the creation of the Library Enterprise Fund, and Resolution 94-13, adopted in January, 1994.

VII. Citizen Participation:

Public testimony at the regular hearing for this matter.

VIII. Other Government Participation:

None necessary.

Amendments to Commissioner Saltzman's Resolution,
In the Matter of Including Certain Design Elements
in the Reconstruction of the Central Library

Changes to the final THEREFORE BE IT RESOLVED on page one of the resolution should read as:

NOW, THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners instructs that a firm with expertise in interior display design be added to the Central Library reconstruction design team ~~[by September 15, 1994,]~~ to ensure the design for the reconstruction of the Central Library accommodates future tasteful interior advertising, public displays, exhibits, and interactive video kiosks.

Insert as the first two BE IT FURTHER RESOLVED statements on the second page:

BE IT FURTHER RESOLVED, that recommendations from the Central Library Advertising Subcommittee regarding tasteful interior advertising, public displays, exhibits, and interactive video kiosks will be returned to the Board of County Commissioners for final approval.

BE IT FURTHER RESOLVED, that upon approval of the Advertising Subcommittee's recommendations the Library Marketing Director shall prepare a business plan.

Changes to the final BE IT FURTHER RESOLVED statement on page two should read as:

BE IT FURTHER RESOLVED, that the final schematic design of the Central Library be approved by the Board of County Commissioners ~~[prior to the approval of final contract documents].~~

In the Matter of Including)
 Certain Design Elements in the) RESOLUTION
 Reconstruction of the Central Library)

NOW, THEREFORE BE IT RESOLVED that the Multnomah Board of County Commissioners instructs that a firm with expertise in interior display design be added to the Central Library reconstruction design team by September 15, 1994, to ensure the design for the reconstruction of the Central Library accommodates future tasteful interior advertising displays.

BE IT FURTHER RESOLVED that this firm's work be integrated with general signage for the Central Library, and plans for signage connected to philanthropic giving to the Central Library.

BE IT FURTHER RESOLVED that the design for the Central Library accommodate a fixed location coffee shop in the popular reading room, with appropriate plumbing and electrical facilities.

BE IT FURTHER RESOLVED that any design elements included for those purposes be compatible with the overall aesthetic design of the library.

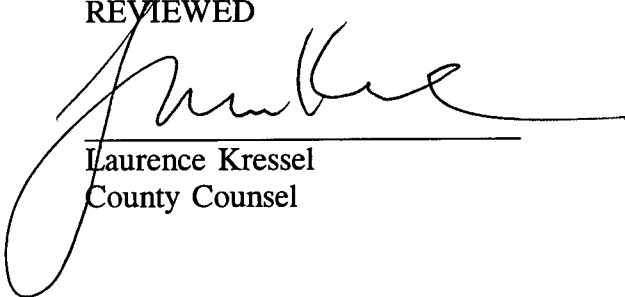
BE IT FURTHER RESOLVED that the final design of the Central Library be approved by the Board of County Commissioners prior to the approval of final contract documents

ADOPTED this _____ day of _____, 1994.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED



Laurence Kressel
County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

*In the Matter of Including Certain) **RESOLUTION**
Design Elements in the Recon-) **94-174**
struction of the Central Library)*

WHEREAS the Fiscal Year 1994-1995 Budget contained no increases in funds for the acquisition of library materials; and,

WHEREAS it is the policy of the Multnomah Board of County Commissioners to foster entrepreneurial activities as a source of non-tax revenues for the operation of the Multnomah County Library; and,

WHEREAS the Multnomah Board of County Commissioners created by resolution the Library Enterprise Fund dedicating those revenues to acquiring Library materials and increasing branch hours; and,

WHEREAS interior advertising displays have been identified as a source of entrepreneurial revenues; and

WHEREAS a coffee shop has also been identified as a source of entrepreneurial revenues; and

WHEREAS the Board of County Commissioners in Resolution 94-13 instructed that the design for the reconstruction of the Central Library accommodates future tasteful interior displays, whether for advertising or public display; and,

WHEREAS the Board of County Commissioners in that same resolution instructed that the design for the reconstruction of the Central Library accommodate a coffee shop; and

WHEREAS specialized skills are required to appropriately design the interior of the Central Library to accomplish these policy directives; and,

WHEREAS the final design of the Central Library will have a significant impact on the patrons of the Multnomah County Library.

NOW, THEREFORE BE IT RESOLVED that the Multnomah Board of County Commissioners instructs that a firm with expertise in interior display design be added to the Central Library reconstruction design team, to ensure the design for the reconstruction of the Central Library accommodates future tasteful interior advertising, public displays, exhibits, and interactive video kiosks; and

BE IT FURTHER RESOLVED that recommendations from the Central Library Advertising Subcommittee regarding tasteful interior advertising, public displays, exhibits, and interactive video kiosks will be returned to the Board of County Commissioners for final approval; and

BE IT FURTHER RESOLVED that the Library Board shall recommend to the Board of County Commissioners criteria for advertising at the Library; and

BE IT FURTHER RESOLVED that upon approval of the Central Library Advertising Subcommittee recommendations, the Library Marketing Director shall prepare a business plan; and

BE IT FURTHER RESOLVED that the work of the firm with expertise in interior display design be integrated with general signage for the Central Library, and plans for signage connected to philanthropic giving to the Central Library; and

BE IT FURTHER RESOLVED that the design for the Central Library accommodate a fixed location coffee shop in the popular reading room, with appropriate plumbing and electrical facilities; and

BE IT FURTHER RESOLVED that any design elements included for those purposes be compatible with the overall aesthetic design of the Library; and

BE IT FURTHER RESOLVED that the final schematic design of the Central Library be approved by the Board of County Commissioners.

ADOPTED this 22nd day of September, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel
Laurence Kressel
County Counsel

MEETING DATE: SEP 22 1994

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Greenspaces Review Committee

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: Sept 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/

CONTACT: Katherine Burk

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

This resolution establishes membership of the Greenspaces Review Committee and establishes criteria that will be used to evaluate properties in the County Tax Foreclosure Process for greenspace value. The Committee will meet as necessary to review properties or make recommendations regarding any changes to the Greenspaces Screen or the review process.

9/26/94 copies to KATHERINE BURK, DELMA FARRELL, BETSY WILLIAMS AND TAX TIME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 SEP 15 AM 8 56

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the office of the Board Clerk 248-3277/248-5222

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: SEPTEMBER 15, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

RE: Resolution creating a Greenspaces Review Committee and establishing a Greenspace Screen for evaluating properties available for transfer to governmental and nonprofit agencies.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

On April 21, 1994 the Board of County Commissioners passed Resolution 94-71 which created a Neighborhood Greenspaces Concept Development Committee (NGCDC) that was charged with making recommendations regarding the defining a "Greenspaces Screen" in the tax foreclosure process. The NGCDC met several times throughout May and June to develop these recommendations and formally submitted their recommendations to the Tax Title Task Force on July 1.

On September 8, 1994 the Board of County Commissioners passed Ordinance 795. Ordinance 795 designated when a "Greenspaces Screen" will take place in the Tax Foreclosure Process and established a Greenspaces Review Committee review properties utilizing a "greenspaces screen". This resolution creates this Greenspaces Review Committee and establishes which factors will be included in the Greenspaces Screen.

III. Financial Impact

None.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None.

VI. Link to Current County Policies:

Enhancing livability and ensuring that tax foreclosed properties are disposed of in a manner consistent with the public good.

VII. Citizen Participation:

Yes. Resolution 94-71 created the Neighborhood Greenspaces Concept Development Committee (NGCDC) which made recommendations regarding the inclusion of a "greenspaces screen". The NGCDC also made recommendations regarding the creation of an ongoing review committee, named the Greenspaces Review Committee, in the tax foreclosure process.

The Greenspaces Review Committee will include a representative from the Office of Neighborhood Associations and two representatives of organizations that advocate for environmental concerns will be serve on the Greenspaces Review Committee.

VIII. Other Government Participation:

The committee will include a representatives from each Park Department within Multnomah County, Community Garden Program (from Portland Parks and other jurisdictions with similar programs) and the Board of County Commissioners.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Creating a Greenspaces Review)	
Committee and establishing a Greenspace Screen)	R E S O L U T I O N
for evaluating properties available for transfer to)	94-175
governmental and nonprofit agencies)	

WHEREAS, Resolution 94-71 created the Neighborhood Greenspaces Concept Development Committee to develop recommendations for the inclusion of a Greenspaces Screen in the Tax Foreclosure process; and

WHEREAS, the Neighborhood Greenspaces Concept Development Committee met several times in May and June and formally submitted its recommendations regarding the Greenspaces screen to the Tax Title Task Force on July 1, 1994; and

WHEREAS, the Tax Title Task Force included these recommendations in the revised Multnomah County Tax Foreclosure ordinance; and

WHEREAS, the revised Multnomah County Tax Foreclosure Ordinance established a Greenspace Review Committee which is charged with evaluating tax foreclosed properties for significant environmental qualities using criteria approved by the Board of County Commissioners; and

WHEREAS, the Greenspaces Review Committee's recommendations regarding the environmental qualities of each property is intended to be useful to all government jurisdictions and other groups who evaluate properties in the Tax Foreclosure Process.

NOW, THEREFORE, BE IT RESOLVED, That,

1. The Greenspaces Review Committee be made up of members, serving staggered terms of two, three or four years in duration, representing the following: each Park Department within Multnomah County, Community Garden Program (from Portland Parks and other jurisdictions with similar programs), Neighborhood Associations (representatives from jurisdictions within Multnomah County), the Board of County Commissioners, and two representatives of organizations that advocate for environmental concerns.

2. The Greenspaces Review Committee shall utilize the following factors in a "Greenspaces Screen" to evaluate properties for their greenspace value:

- a). The Greenspaces Inventory established by Metro
- b.) The Significant Environmental Concerns Zone established by Multnomah County
- c.) The Environmental Protections Zone established by the City of Portland

d.) The Environmental Conservation Zone established by the City of Portland

e.) Park Deficiency Area standards (until new criteria can be developed and unless otherwise directed by a local jurisdiction the "National Park and Recreational Association" standards will be used)

f.) A Combined Sewer Overfall area as determined by the City of Portland.

3. The Greenspaces Review Committee shall use the information gathered through the Greenspaces Screen to identify significant environmental qualities and may make recommendations regarding an appropriate public purpose for each property on the list.

4. The Greenspaces Review Committee shall ensure that this information is distributed to interested groups and jurisdictions.

5. The Department of Environmental Services shall provide available materials in the format needed by the Greenspaces Review Committee for the application of the Greenspaces Screen by Metro's Data Resource Center or appropriate agencies.

6. The Greenspaces Review Committee may make recommendations to the Board of County Commissioners regarding specific properties identified as environmentally significant but not selected by government jurisdictions or other groups in accordance with Ordinance 795.

6. The Committee will make future recommendations regarding any changes to the Greenspaces Screen or the review process.

ADOPTED this 22nd day of September 1994.



By: _____

Beverly Stein, Chair
Multnomah County, Oregon

Reviewed: _____

for Lawrence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: SEP 22 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to the Greenspaces Review Committee

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: Sept 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/

CONTACT: Katherine Burk

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

Pursuant to Resolution _____ the following persons/respresentatives are recommended for nomination to the Greenspaces Review Committee: Nancy Chase, Metro Parks; Jim Sjulín, Portland Parks; Les Wilkins, Gresham Parks; Valerie Lantz, Troutdale Parks; Katherine Burk, Board of County Commissioners; Wes Risher, Office of Neighborhood Associations; Leslie Pohl-Kosbau, Portland Community Garden Coordinator; Jim Desmond, Trust for Public Land; Michael Carlson, Portland Audubon Society.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Don Saltzman

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 SEP 15 AM 8:56
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the office of the Board Clerk 248-3277/248-5222

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: SEPTEMBER 15, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

RE: Resolution creating a Greenspaces Review Committee and establishing a Greenspace Screen for evaluating properties available for transfer to governmental and nonprofit agencies.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

On April 21, 1994 the Board of County Commissioners passed Resolution 94-71 which created a Neighborhood Greenspaces Concept Development Committee (NGCDC) that was charged with making recommendations regarding the defining a "Greenspaces Screen" in the tax foreclosure process. The NGCDC met several times throughout May and June to develop these recommendations and formally submitted their recommendations to the Tax Title Task Force on July 1.

On September 8, 1994 the Board of County Commissioners passed Ordinance 795. Ordinance 795 designated when a "Greenspaces Screen" will take place in the Tax Foreclosure Process and established a Greenspaces Review Committee review properties utilizing a "greenspaces screen". This resolution creates this Greenspaces Review Committee and establishes which factors will be included in the Greenspaces Screen.

III. Financial Impact

None.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None.

VI. Link to Current County Policies:

Enhancing livability and ensuring that tax foreclosed properties are disposed of in a manner consistent with the public good.

VII. Citizen Participation:

Yes. Resolution 94-71 created the Neighborhood Greenspaces Concept Development Committee (NGCDC) which made recommendations regarding the inclusion of a "greenspaces screen". The NGCDC also made recommendations regarding the creation of an ongoing review committee, named the Greenspaces Review Committee, in the tax foreclosure process.

The Greenspaces Review Committee will include a representative from the Office of Neighborhood Associations and two representatives of organizations that advocate for environmental concerns will be serve on the Greenspaces Review Committee.

VIII. Other Government Participation:

The committee will include a representatives from each Park Department within Multnomah County, Community Garden Program (from Portland Parks and other jurisdictions with similar programs) and the Board of County Commissioners.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN METRO AND THE SHERIFF'S OFFICE

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: SEPTEMBER 22, 1994Amount of Time Needed: 5 minutesDEPARTMENT: Sheriff's OfficeDIVISION: CORRECTIONSCONTACT: Larry AabTELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental agreement between Metro and the Sheriff's Office. MCSO agrees to provide for Metro's need, a full-time supervised inmate work crew dedicated to performing debris removal at illegal dump sites which Metro has the jurisdiction and authority, for the period upon completion through June 30, 1995.

9/26/94 ORIGINALS TO LARRY AAB

REGULAR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: XBob Skipper by R2aOR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 SEP - 8 AM 9:44

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: ~~August 31, 1994~~

REQUESTED PLACEMENT DATE: ~~September 22, 1994~~

RE: IGA Between MCSO and METRO to Provide Inmate Work Crews

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

Under this IGA, METRO will purchase one FTE Corrections Deputy and inmate work crew for clean-up of illegal dump sites within METRO's jurisdiction. This IGA accompanies a previous IGA (# 800XXX) by which METRO purchases the services of three MCSO Deputy Sheriff's and a Corrections Deputy (plus inmate work crew) for METRO's solid waste enforcement team. This IGA expands the clean-up program to 2 work crews.

III. Financial Impact:

METRO agrees to pay up to \$64,565 (the cost of one FTE Corrections Deputy and inmate work crew wages). MCSO agrees to provide the work crew vehicle, trailer, and tools.

IV. Legal Issues:

Standard IGA indemnification issues regarding liability of employees acting within the scope of their employment.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Metropolitan Service District (METRO).

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800445

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-6</u> DATE <u>9/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Corrections Date August 30, 1994Contract Originator Sgt. David Keith Phone _____ Bldg/Room _____Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract MCSO agrees to provide for Metro's need, a full-time supervised inmate work crew dedicated to performing debris removal at illegal dump sites which Metro has the jurisdiction and authority.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Metro
 Mailing Address 600 NE Grand Ave
Portland, OR 97232-2736
 Phone 797-1694 Ray Barker, Asst. Facility Mgr
 Employer ID# or SS# _____
 Effective Date upon completion
 Termination Date June 30, 1995
 Original Contract Amount \$not to exceed \$64,565.
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$ quarterly basis Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager [Signature]
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐
 Date August 30, 1994
 Date _____
 Date 9-6-94
 Date September 22, 1994
 Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	169	025	3961			2780						
02.												
03.												

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Metropolitan Service District ("METRO"). MCSO, COUNTY and METRO will be referred to collectively as the "parties."

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under the laws of the State of Oregon and the 1992 METRO Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain functions related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office; and

WHEREAS, the COUNTY through MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

1 IN CONSIDERATION of those mutual promises and the terms and
2 conditions set forth hereafter, and pursuant to the provisions of
3 ORS chapter 190, the parties agree to be bound as follows:

4 **INMATE WORK CREW**

- 5 1. MCSO agrees to provide for METRO's needs, a full-time
6 supervised inmate work crew dedicated to performing debris
7 removal at illegal dump sites which METRO has the
8 jurisdiction and authority to abate.
- 9 2. MCSO agrees that each inmate work crew provided under this
10 agreement will be supervised by a corrections deputy trained
11 and experienced in managing inmate work crews.
- 12 3. MCSO agrees that each inmate work crew provided under this
13 agreement will be comprised of sentenced, local inmates
14 eligible for outside public works and who pose a minimal
15 threat to the public;
- 16 4. MCSO agrees to provide a radio-equipped, self-contained,
17 work crew vehicle, a utility trailer, and hand and power
18 tools appropriate for debris removal.

19 **HAZARDOUS MATERIALS EXCEPTION**

- 20 5. The parties agree that:
 - 21 (a) Clean-up of dump sites containing known or suspected
22 hazardous materials is beyond the scope, skill, training and
23 experience of an inmate work crew;
 - 24 (b) No inmate work crew provided under this agreement shall
25 be required to clean-up any dump site where known or
26 suspected hazardous materials are present; and

(c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

COMPENSATION

6. METRO agrees to pay to MCSO for services rendered under this agreement an amount not to exceed \$64,565, which represents the cost of one full-time equivalent (FTE) corrections deputy position and wages of \$1.00 per day paid to inmate workers performing under this agreement.

7. MCSO agrees to bill METRO on a quarterly basis. METRO agrees to pay MCSO within 30 days of receipt of MCSO's quarterly invoice.

PERSONNEL MATTERS

8. The parties agree that any corrections deputies provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the COUNTY. All ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.

9. The parties agree that METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.

- 1 10. The COUNTY agrees to maintain workers' compensation
2 insurance coverage for its ASSIGNED PERSONNEL, either as a
3 carrier insured employer or a self-insured employer as
4 provided in ORS chapter 656.
- 5 11. The parties agree that matters concerning direct or indirect
6 monetary benefits, hours, vacations, sick leave, grievance
7 procedures and other conditions of employment regarding
8 ASSIGNED PERSONNEL under this agreement shall be governed by
9 the provisions of existing collective bargaining agreements
10 between the ASSIGNED PERSONNEL's bargaining unit and their
11 public employer.
- 12 12. The parties agree that all labor disputes arising out of
13 this agreement shall be governed by the provisions of
14 applicable collective bargaining agreements in effect during
15 this agreement, and the personnel rules of the COUNTY.

16 **INDEMNIFICATION AND LIABILITY**

- 17 13. Subject to the limitations of the Oregon Torts Claims Act
18 and the Oregon Constitution, MCSO and the COUNTY shall
19 indemnify, defend and hold harmless METRO, its officers,
20 employees and agents from all claims, suits, actions or
21 expenses of any nature resulting from or arising out of the
22 acts, errors or omissions of MCSO personnel acting pursuant
23 to the terms of this agreement.
- 24 14. Subject to the limitations of the Oregon Torts Claims Act
25 and the Oregon Constitution, METRO shall indemnify, defend
26 and hold harmless COUNTY and MCSO, their officers, employees
27

and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of METRO personnel acting pursuant to the terms of this agreement.

DISPUTE RESOLUTION

15. Any dispute arising from this agreement shall be resolved in the manner provided by Section 5 of the intergovernmental agreement (Multnomah County Contract No. 301174), entered into by and between METRO and Multnomah County relating to the transfer of operation and management of County parks to METRO.

CONTRACT ADMINISTRATION

16. MCSO designates Sergeant Terry Jones, (503) 797-1838, to represent MCSO in all matters pertaining to administration of this agreement.

17. METRO designates Ray Barker, Assistant Facility Manager, telephone number (503) 797-1694, to represent METRO in all matters pertaining to administration of this agreement.

18. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Bob Skipper
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Ray Barker
Asst. Facility Manager, METRO
600 N.E. Grand Avenue
Portland, OR 97232-2736

1 **CONTRACT MODIFICATION AND TERMINATION**

2 19. This agreement shall be effective from the date it is signed
3 by all parties, and shall run through the 30th day of June,
4 1995.

5 20. The parties agree that in the event the parties to this
6 agreement desire to renew this contract after the expiration
7 thereof, they shall notify the other parties within 90 days
8 prior to its expiration.

9 21. The parties agree that any party to this agreement may
10 terminate said Agreement by giving the other party(s) not
11 less than 90 days written notice.

12 22. The parties agree that this agreement may be modified or
13 amended by mutual agreement of the parties. Any
14 modification to this agreement shall be effective only when
15 incorporated herein by written amendments and signed by both
16 METRO and the Multnomah County Sheriff, and approved by the
17 Multnomah County Board of Commissioners.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

METRO

Rena Cusma, Executive Officer

DATE: _____

APPROVED AS TO FORM:

METRO General Counsel

DATE: _____

MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

DATE: September 22, 1994

Bob Skipper, Sheriff

DATE: _____

REVIEWED:
Lawrence Kressel
Multnomah County Counsel

By: _____

DATE: 9-16-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 9/22/94
DEB BOGSTAD
BOARD CLERK

Meeting Date: SEP 22 1994

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: IGA by Community Corrections and Community & Family Services with City of Portland Police Bureau for Multi-Agency DUII Enforcement Project, and budget modification therefor

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: _____

Amount of time needed: _____

DEPARTMENT: Community Corrections **DIVISION:** Community & Family Services

CONTACT: Grant Nelson **TELEPHONE #:** 248-3701

BLDG/ROOM #: 161/600

Paul DuCommon **TELEPHONE #:** 248-3691

BLDG/ROOM #: 161/522

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The grant involves the participation of law enforcement, the District Attorney, the courts, Department of Community Corrections and the Division of Community and Family Services DUII Evaluation Unit. The Department of Community Corrections is funded to provide 2 FTE PPO's who will supervise 80 offenders to assure their compliance with court-ordered conditions such as treatment, no substance or alcohol abuse, no-driving conditions, and employment. Multnomah County will be eligible to receive up to \$41,886.00 in wages and benefits, while providing up to \$5,560.00 in matching funds, through September 30, 1994. The County will bill the City of Portland for these funds as they are actually expended.

9/26/94 ORIGINALS TO SUSAN KAESER
SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M Tammara Jolder

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: Cary Harkaway *CH*

DATE: September 8, 1994

REQUESTED PLACEMENT DATE:

RE: DUII Prevention Program

I. Recommendation/Action Requested: The Department requests approval of an Intergovernmental Agreement with the City of Portland, whereby the City passes through part of monies received from the Oregon Department of Transportation, Transportation Safety Section, for the Multnomah County Comprehensive Community DUII Prevention Program, and of the accompanying budget modification. This Intergovernmental Agreement continues in effect for this federal fiscal year and successive fiscal years, as long as grant funding is available.

II. Background/Analysis: This is the first year of a grant which is anticipated to continue until 1997. The grant involves the participation of law enforcement, the District Attorney, the courts, Department of Community Corrections and the Division of Community and Family Services DUII Evaluation Unit. The Division of Community and Family Services is funded to provide .5 FTE DUII evaluator (on-site in the Department of Community Corrections) to perform evaluations and treatment monitoring of all offenders convicted of DUII who have three or more convictions and choose to participate in the DUII prevention program. The Department's two FTE parole and probation officers will supervise 80 offenders to assure their compliance with court-ordered conditions such as treatment, no substance or alcohol abuse, no-driving conditions, and employment.

The grant requires a data collection component to assist the Oregon Department of Transportation in evaluating the success of this model.

III. Financial Impact: Multnomah County will be eligible to receive up to \$41,806.00 in wages and benefits through September 30, 1994.

The County will bill the City of Portland for these funds as they are actually expended. However, due to the gradual start-up of the services, the Department and Division do

Board of County Commissioners
September 8, 1994
Page 2

not expect to expend the full available amount prior to September 30, 1994. The Department and Division expect to receive continuation funding at the same level for federal fiscal year 1994-95 (October-September).

- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Augments current efforts to reduce DUII offenses as a part of the adopted public safety benchmark.
- VII. Citizen Participation: DUII Advisory Committee, appointed by the Board of County Commissioners, has reviewed, discussed and supports this grant.
- VIII. Other Government Participation: The courts, District Attorney, Portland Police Bureau, and Multnomah County Sheriff.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900405

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>9/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Community Corrections Division Prog. Devel.

Date _____

Contract Originator Joanne FullerPhone 3236Bldg/Room 304/MTEAAdministrative Contact Susan KaeserPhone 3438Bldg/Room 161/600

Description of Contract Intergovernmental Agreement by Community Corrections and Community and Family Services with City of Portland Bureau of Police to implement a Portland Multi-Agency DUII Enforcement Project through grant with Oreg. Dept. of Transportation

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____

Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland

Mailing Address 808 S.W. Third Ave., Suite 600

Portland, OR 97204

Phone 823-2357

Employer ID# or SS# _____

Effective Date April 1, 1994

Termination Date Sept. 30, 1994

Original Contract Amount \$ 41,806

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 41,806

Remittance Address _____
(If Different) _____

Payment Schedule _____

Terms _____

- ☐ Lump Sum \$ _____ ☐ Due on receipt
- ☐ Monthly \$ _____ ☐ Net 30
- ☐ Other \$ _____ ☐ Other _____
- ☐ Requirements contract - Requisition required.
- Purchase Order No. _____
- ☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager M. Tamara Fuller

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes ☐ No ☐Date 8-29-94

Date _____

Date 9-1-94Date September 22, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2835			2773					
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT

Pursuant to ORS 190.010, MULTNOMAH COUNTY, through its Department of Community Corrections and its Department of Social Services (County), and the CITY OF PORTLAND, through the Bureau of Police (Bureau), enter into the following Intergovernmental Agreement:

RECITALS

1. The Bureau has received a grant from the Oregon Department of Transportation to implement a Portland Multi-Agency DUII Enforcement Project.

2. The grant requires two (2) full-time equivalent Parole and Probation Officers to perform intensive case management of 40 convicted DUII offenders per officer for a period of six (6) months, and for a half-time (.5) equivalent Alcohol and Drug Evaluation Specialist to provide evaluation and referral for treatment of DUII offenders.

3. The County has agreed to provide these services under the following terms and conditions:

TERMS OF AGREEMENT

4. This agreement shall be in effect from April 1, 1994, and shall terminate on September 30, 1994. The parties further agree that this agreement may continue in effect from month to month, after the expiration of the term of this agreement, pending renewal approval and continuation of the grant specified in paragraph 1 above, unless terminated under Sections 5 through 7 below.

5. This agreement may be terminated by mutual written consent of the parties or by either party upon 30 days notice, in writing and delivered by certified mail or in person in advance of the termination date.

6. The Bureau may terminate this agreement effective upon written notice to the County, or at such later date as may be established by the Bureau, under any of the following conditions:

- a. If Bureau funding from the 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.

- b. If 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 agreement or are no longer eligible for funding proposed for payments authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by the County to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

7. The Bureau by written notice of default to the County may terminate the whole or any part of this agreement:

- a. If the County fails to provide services called for by this agreement within the time specified herein or any extension thereof; or if the County fails to perform any of the other provisions of this agreement, or so fails to pursue the work so as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Bureau, fails to correct such failures within ten days or such longer period as the Bureau may authorize.
- b. The rights and remedies of the Bureau provided in the above clause related to defaults by the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

STATEMENT OF WORK

8. The County agrees to provide the services and accomplish the work described in Portland Multi-Agency DUII Enforcement Project, Project No. J7-93-12-05 (hereafter referred to as Grant), as hereinafter set out. Said Grant is attached hereto as Exhibit A and by this reference incorporated herein.

- a. Multnomah County Department of Community Corrections shall provide two (2) full-time equivalent Parole and Probation Officers (POs) to perform intensive case management of 40 convicted DUII offenders per officer as referred by Multnomah County District Court Judge Marcus.
- b. Multnomah County shall provide one (1) half-time (.5) Alcohol & Drug Evaluator Specialist (ADES) to perform evaluations of referred offenders, and to enroll the offenders in an appropriate treatment program.
- c. The case management period for referred offenders shall be for a minimum of six (6) months. During the six-month

case management period, the POs will make weekly contacts with 100% of the managed offenders.

- d. The POs shall refer 100% of the managed offenders to the ADES either by escorting the offender to the ADES office or by making an appointment within five (5) court days of court days of first interview.
 - e. The ADES will begin evaluation or make an appointment with the offender within 72 hours after referral of the offender. Offender enrollment in an appropriate treatment program within 30 days of first contact with ADES will be maintained at 80%.
 - f. The County shall cooperate in providing information to the Bureau consistent with the reporting requirements imposed upon the Bureau by the Grant.
 - g. The County will prepare and submit a final report on September 30, 1994. This report shall include the following:
 - (1) Summary of activities of the entire agreement period, including accomplishments and problems encountered.
 - (2) The report shall be submitted to Captain Dennis Daly, Portland Police Bureau, Traffic Division, 4735 E. Burnside Street, Portland, Oregon 9705.
9. County agrees to maintain all appropriate financial records regarding the two (2) FTE POs and the one (1) (.5) ADES.

COMPENSATION

10. The Bureau agrees to compensate the County as follows:
- a. A total of FORTY ONE THOUSAND EIGHT HUNDRED AND SIX DOLLARS (\$41,806) is available to pay wages and benefits for two (2) FTE POs. The Bureau agrees to reimburse County for its actual costs incurred in providing two (2) FTE POs to carry out the functions specified in paragraph (8) above.
 - b. A total of ELEVEN THOUSAND FOUR HUNDRED AND THREE DOLLARS (\$11,403) is available to pay wages and benefits for one-half (.5) ADES. The Bureau agrees to reimburse County for its actual costs incurred in providing one-half (.5) ADES to carry out the functions specified in paragraph (8) above.

- c. Availability of Funds. The parties agree that this contract is subject to the availability of grant funds from the Oregon Department of Transportation, Grant Project #J7-93-12-05. In the event that funds cease to be available to the Bureau in the amounts anticipated, the Bureau may terminate or reduce contract funding accordingly. The Bureau will notify the County as soon as it receives notification from the fund source.

11. The two (2) FTE POs and the one-half (.5) FTE ADES referred to in this agreement shall be considered employees of the County for all purposes, including all employee benefits, withholding, contributions to applicable retirement systems and workers' compensation.

ADMINISTRATION

12. Travel expenses shall not be reimbursed to the County by the Bureau. Travel by the County may be required to achieve or complete contract services.

13. The County certifies its employees are not currently employed by the federal government.

14. The County shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the Bureau.

15. The County shall not be compensated for work performed under this agreement from any other department of the State of Oregon or from the Bureau.

16. The Bureau certifies at the time this agreement is entered into that sufficient funds are available and authorized for expenditure to finance costs of this agreement.

17. The Bureau, the City of Portland, and their duly authorized representatives shall have access to the books, documents, papers and records of the County which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts and transcripts, maintain all required records for three (4) years after final payment and other pending matters are closed.

18. The Bureau agrees that all records identifying alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol & Drug Abuse Treatment Records. Disclosures of information that identify alcohol and drug abuse clients are protected from redisclosure and should be stamped

with the following statement:

Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or is otherwise permitted by 42 CFR Part 2. In general, authorization for the release of medical or other information is not sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

19. The County shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

20. The County agrees to comply with the provisions contained in Title 6 of the Civil Rights Act of 1964.

21. The County shall not assign or transfer its interest in this agreement without the express written consent of the Bureau.

22. The terms and conditions of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

23. The County and all employees working under this agreement are subject employees under the Oregon Workers' Compensation Law and the County certifies that it is a self-insured employer pursuant to ORS Chapter 656 and provides workers' compensation coverage for all subject workers.

24. Subject to the limitations of the Oregon Constitution and statutes, the Bureau and the County each shall be solely responsible for any loss or injury caused to third parties arising from the Bureau's or the County's own acts or omissions under this agreement, and the Bureau or the County shall defend, hold harmless, and indemnify the other party to this agreement with

respect to any claim, litigation, or liability arising from the Bureau's or the County's own acts or omissions under this agreement.

DATED this _____ day of _____, 1994.

MULTNOMAH COUNTY, by and through its Departments of Community Corrections and Social Services

By M. Tamara Holden /out
Tamara Holden, Director
Department of Community Corrections

By Lorenzo Poe /out 9/13/94
Lorenzo Poe, Director
Community & Family Services

CITY OF PORTLAND, by and through its Bureau of Police

By _____
Dennis Daly, Captain

By _____
Vera Katz, Mayor

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By Jacqueline A. Weber
Jacqueline A. Weber
Assistant County Counsel
Multnomah County Chair

REVIEWED:

JEFFREY ROGERS, PORTLAND CITY ATTORNEY

By _____
Tom Williams, Deputy City Attorney

F:\DATA\COUNSEL\WPDATA\SEVEN\IGA\mw

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 9/22/94
DEB BOGSTAD
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Community CorrectionsDIVISION VOLUNTEER DUII UNITCONTACT Grant NelsonTELEPHONE 248-3701

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

A budget modification to increase the DCC budget by \$43,806 and the Community & Family Services budget by \$11,403 in support of the Portland Multi-Agency DUII Enforcement Project through a grant from the Oregon Department of Transportation to the City of Portland Police Bureau.

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

The Multnomah County Departments of Community Corrections and Community & Family Svcs have entered into an Intergovernmental Agreement with the City of Portland Bureau of Police to implement a Portland Multi-Agency DUII Enforcement Project through a grant from the Oregon Department of Transportation. DCC will add 2 FTE Probation/Parole Officers for \$41,806 to perform intensive case management of 40 convicted DUII offenders per Officer. Community & Family Services Department will add .5 FTE Alcohol & Drug Evaluator Specialist for \$11,403 to perform evaluations and enrollment in an appropriate treatment program of referred offenders. The effective period of this project is April 1, 1994 through September 30, 1994.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase revenue in the Federal/State Grant Fund from the City of Portland - DCC \$41,806

Increase revenue in the Federal/State Grant Fund from the City of Portland - C&FS \$11,403

\$53,209

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification \$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Originated By: [Signature] Date: 9/12/94 Department Director: [Signature] Date: 9-8-94
Plan/Budget Analyst: [Signature] Date: 9/12/94 Employee Services: S. Ayers Date: 9-11-94
Board Approval: [Signature] Date: 9/22/94

MULTNOMAH COUNTY
ORIGON
SEP 11 11 44 AM '94
BOARD OF
COMMUNITY
SERVICES

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC 1

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
2.00	Probation/Parole Officer	57,922	20,142	5,548	83,612
2.00	TOTAL CHANGE (ANNUALIZED)	57,922	20,142	5,548	83,612

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	156-021-2835 Add .5 Probation/Parole Officer (2 PPO @ .25)	28,961	10,071	2,774	41,806
Permanent	156-010-1120 Add .25 Alcohol & Drug Evaluator (1 A & D Evaluator)	8,200	2,121	1,082	11,403
TOTAL CURRENT FISCAL YEAR CHANGES		37,161	12,192	3,856	53,209

BUDGET MODIFICATION NO. DCC 1

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD 3 BUDGET FY 94-95

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2835			5100		28,961	28,961		Permanent
		156	021	2835			5500		10,071	10,071		Fringe
		156	021	2835			5550		2,774	2,774		Insurance
											41,806	
		156	010	1120			5100		8,200	8,200		
		156	010	1120			5500		2,121	2,121		
		156	010	1120			5550		1,082	1,082		
											11,403	
		156	021	2835			7100		1,735	1,735		Indirect @ 4.15%
		156	010	1120			7100		423	423		Indirect @ 3.71%
											2,158	
		100	045	9120			7700		2,158	2,158		Gen Fund Contingency
		100	045	9120			7700		(2,158)	(2,158)		Gen Fund Contingency
											0	
		100	045	9130			7608		2,158	2,158	2,158	Cash Transfer to Fed/State Fund
		400	050	7531			6520		3,856	3,856	3,856	Svc Reimb to Insurance Fund
TOTAL EXPENDITURE CHANGE										61,381	61,381	

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD 3 BUDGET FY 94-95

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2835			2773		41,806	41,806		City of Portland
		156	021	2835			7601		1,735	1,735		General Fund Cash Transfer
											43,541	
		156	010	1120			2773		11,403	11,403		
		156	010	1120			7601		423	423		Svc Reimb from Fed/State Fund
											11,826	
												Svc Reimb from Fed/State Fund
		100	045	7410			6602		2,158	2,158	2,158	
		400	050	7040			6602		3,856	3,856	3,856	
TOTAL REVENUE CHANGE										61,381	61,381	

MEETING DATE: SEP 22 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent re: State RFP to Provide Mental Health Services Under Oregon Health Plan (OHP)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____ *28*

REGULAR MEETING: Date Requested: September 15, 1994

Amount of Time Needed: 1/2 Hour

DEPARTMENT: _____ **DIVISION:** Community and Family Services Division

CONTACT: Elleen Deck **TELEPHONE #:** 248-3999, extension 4047

BLDG/ROOM #: 160/7th

PERSON(S) MAKING PRESENTATION: Lorenzo T. Poe, Jr., Elleen Deck and Rex Surface

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval for Notice of Intent to respond to State's Request for Proposals to Provide Mental Health Services Under the Oregon Health Plan. The County would provide capitated mental health services to a percent of the State's Medicaid eligibles (CareOregon enrollees) included in a 25% Demonstration Project.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Lorenzo T. Poe Jr.*

BOARD OF
COUNTY COMMISSIONERS
1994 SEP - 6 AM 9:11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director

DATE: September 6, 1994

REQUESTED PLACEMENT DATE: September 15, 1994

RE: Approval of County Response to the State's Request for
Proposals to Provide Mental Health Services Under the
Oregon Health Plan.

I. Action Requested:

Approval of County response to the State's Request for Proposals to Provide Mental Health Services Under the Oregon Health Plan. The County would provide capitated mental health services to a percent of the State's Medicaid eligibles (CareOregon's enrollees) included in a 25% Demonstration Project. This will be a mental health carve out, in coordination with CareOregon and Oregon Health Sciences University. The submission constitutes a binding offer and, if accepted by the Oregon Mental Health and Developmental Disability Services Division, requires the County to perform all obligations entailed by the proposal as accepted.

II. Background/Analysis:

The BCC approval of submission of this RFP allows for the design of a managed care organization for children and adult mental health services to Multnomah County residents who are Medicaid eligible persons and enrolled in CareOregon for physical health care. As a demonstration, this provides a role for the County in the development of the service delivery system for mental health, and potentially alcohol and drug.

This demonstration provides an opportunity to coordinate mental health, alcohol and drug and health services to a shared population. This cost effective model of service coordination can then be expanded to include additional County residents. This is a system design coordinated effort which combined the Children's Capitation Project, the Adult System Design and Target Cities.

The financial environment for mental health has changed. While the

demand and usage is growing, the resources are not. The trend in health care is towards capitation and careful management of allocated resources. The County's response to the State RFP for the Oregon Health Plan is a chance to develop a service delivery system that preserves the County mission to serve vulnerable populations and be competitive with the private sector.

By collaborating with CareOregon and its partner Oregon Health Sciences University to link the physical health care with mental health services, consumers and their families will receive more timely services that are coordinated and efficient.

As a result of the Oregon Health Plan and national health reform, the role of the community mental health authority is facing a time of change and uncertainty. If the County chooses not to participate in responding to the RFP at this time, the County mental health delivery system may be designed elsewhere. The vulnerable and high cost client will continue to be shifted to the County, with increasingly diminished ability to manage the system and its financial resources.

III. Financial Impact:

The proposed capitated model is based on risk sharing with the State and County providers. The initial contract award will be for the period of January 1, 1995 - June 30, 1995. The State also intends to contract for the period July 1, 1995 - June 30, 1997, subject to annual renewal. With the County assuming responsibility for access to mental health services to approximately 18,000 consumers enrolled in CareOregon, it will help us evaluate risk impact and/or gain to the County.

Following submission of this RFP, County and State personnel would begin negotiations to make sure the rates are sufficient to cover CareOregon enrollees. County personnel are presently analyzing projected expenses and revenues for the demonstration period covered prior to submission of the RFP to the State on September 16, 1994.

The managed care organization which this proposal creates changes the relationship between the County and its providers from one of monitoring and recommendation to authority and payor. The system will rely on performance based contracting and outcome measures.

IV. Legal Issues:

The managed care organization will be responsible to authorize payment of care, based on the determination of medical necessity.

V. Controversial Issues:

1. Financial risk to County;
2. Financial risk sharing with the State and Provider Network;
3. Relationship of Division and CareOregon to other fully

- capitated health plans under Oregon Health Plan;
4. This is a Medicaid only project proposal and does not initially include general fund consumers.
 5. The RFP requires proposals based on identified geographic areas. The state has interpreted this as requiring proposers to submit responses based on zip codes in large geographic areas. This is logistically not feasible for CareOregon and presents other coordination problems.

VI. Link to Current County Policies:
N/A

VII. Citizen Participation:
Representatives of the mental health advisory boards have participated in the development of this response. The Division is currently conducting an intensive series of work groups to respond to the RFP. Advisory Board members are represented in the work groups.

VIII. Other Government Participation:
The planning process for this response includes a core team and several work groups that are cross-divisional and departmental in membership. The core team and work groups include representatives from CareOregon, Oregon Health Sciences University, and County contract providers. In addition, County staff meet monthly to brief the Executive Directors' Provider Group on the RFP response.

CC: Howard Klink
Elleen Deck



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BOARD OF COUNTY COMMISSIONERS

Briefing Paper

Subject: Community & Family Services Division's proposed response to the Request For Proposals to participate in the Oregon Health Plan 25% Medicaid Demonstration for Mental Health services, effective January 1, 1995, for CareOregon members.

How a County CareOregon member Benefits:

1. **Integrated Care:** physical medicine, alcohol and drug services and mental health care will be available through CareOregon to all its members, January 1, 1995, if the county received the RFP award.
2. **Culturally Sensitive Care:** mental health care is provided in coordination with the health clinic and referral to community providers.
3. **Earlier Intervention:** mental health screening at the physical medicine site offers a new service to CareOregon members.
4. **More Efficient Service Delivery:** performance based contracting and coordination with physical medicine offers an opportunity to improve the system.
5. **Broader System of Care:** capitation allows a more flexible use of resources to provide more individualized care for an expanded population (more categories of service available to adults).

Potential disadvantage to the CareOregon member:

1. **Members lose available Oregon Health Plan mental health service if no longer eligible for CareOregon:** If a member loses eligibility for CareOregon, the array of mental health services revert back to the fee-for-service system operated by the county

and its provider network. Coordination of care would be required, by the county and its provider network to ensure a smooth transition.

Mental Health Services to the non-CareOregon client:

1. Smaller array of billable services, less flexible and individualized are available within the fee-for-service county system.
2. Lack of aggressive coordination of mental health and drug and alcohol services with physical health care.
3. Lack of access to a more extensive array of mental health services in coordination with physical medicine.

Advantages of Participation in the Demonstration:

1. Multnomah County can design the system of care to ensure the needs of the vulnerable populations are met. This eliminates the opportunity to "cost shift" more complex clients to other county programs, stressing the general fund programs which serve these populations (Community Corrections, Juvenile Justice, Housing, crisis services.)
2. Multnomah County's Managed Care Organization can determine the adequacy of the capitation rate to meet the needs of its clients.
3. Economy of Scale. The county can save resources through coordination of physical and mental health and alcohol & drug resources and service.
4. More sophisticated and useful Management Information System will be coordinated between the Health, Mental health and Alcohol & Drug, better utilizing resources and technology. An interactive and coordinated system, with community providers, works to the advantage of all.
5. Savings from unnecessary utilization of the higher cost services (hospitalizations, crisis response) can be utilized to develop the array of services.

Disadvantages to Participation in the Demonstration:

1. Financial risk is involved. The capitation rates are untested, and while they can be renegotiated, just like those in physical medicine, this is a demonstration.
2. Some Providers may need to consolidate with others in order to

stay viable. The managed care environment will put pressure on the smaller organizations, some of which are already beginning to consolidate.

3. **Some capital outlay for a management information system beyond what is available through Target Cities, may be required.** The needs of the system are being analyzed now to determine cost.
4. **Some "drift" of clients (adverse selection) to CareOregon may occur.** We already have an adversely selected group in county services since the more vulnerable, high cost clients are our target populations, in many programs. We are analyzing the CareOregon population and their utilization of mental health services to determine this effect.




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MEMORANDUM

TO: Board of County Commissioners
Multnomah County

FROM: Lorenzo T. Poe Jr., Director 
Community and Family Services Division

DATE: September 22, 1994

SUBJECT: Executive Summary of Community and Family Services Divisions Notice of Intent regarding: State RFP to Provide Mental Health Services Under the Oregon Health Plan (OHP), effective January 1, 1995, for CareOregon members.

I. BACKGROUND

The BCC approval of submission of this RFP allows for the design of a managed care organization for children and adult mental health services to Multnomah County residents who are Medicaid eligible persons and enrolled in CareOregon for physical health care. As a demonstration, this provides a role for the County in the development of the service delivery system for mental health, health and alcohol and drug services.

By collaborating with CareOregon and its partner Oregon Health Sciences University to link the physical health care with mental health services, consumers and their families will receive more timely care that is coordinated and efficient.

The proposed capitated model is based on risk sharing with the State and County providers. The initial contract award will be for the period of January 1, 1995 - June 30, 1995. The State also intends to contract for the period of July 1, 1995 - June 30, 1997, subject to annual renewal. With the County assuming responsibility for access to mental health services to approximately 20,000 consumers enrolled in CareOregon, it will help us manage the financial risk and/or gain to the County.

The managed care organization which this proposal creates changes the relationship between the County and its providers from one of monitoring and recommendation to authority and payor. The system will rely on performance based contracting and outcome measures.

II. KEY ELEMENTS

1. Integrated care coordination:

Physical medicine, mental health care and alcohol and drug services will be coordinated for CareOregon members.

2. Public behavioral health policy role:

Multnomah County will serve as a single authority responsible for coordinating client care clinically and financially.

3. Risk sharing models:

The changing relationship between the county and provider will be focused on outcome based contracting. The intention is to capitate the services to the provider network as soon as possible.

III. ISSUES TO BE ADDRESSED

1. Adequacy of rates:

The rates are determined on data that is several years old and does not reflect changes in Medicaid billing. We have requested an independent actuarial analysis before completing negotiation with the State, if we receive the award.

2. Service array:

The capitated rate excludes the services for childrens' day and residential psychiatric treatment services. This continues a practice of fragmenting access to services in Multnomah County, which has a financial impact.

3. MIS and claims processing:

Operating in a managed care environment requires more sophistication in these areas. Discussions are proceeding with CareOregon to integrate data and claims processing systems.

4. Geographic areas:

The State has requested that proposals from large counties be organized by zip codes. Our proposal with CareOregon is not designed in that way, but it is what builds on the strengths of our County's service delivery model, i.e., CareOregon services to Oregon Health Plan recipients.



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MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION RESPONSE
TO
STATE OF OREGON
MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
REQUEST FOR PROPOSALS
TO PROVIDE MENTAL HEALTH SERVICES
UNDER THE OREGON HEALTH PLAN

SEPTEMBER 16, 1994

SECTION I
INTRODUCTION AND OFFER



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
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CERTIFICATION OF APPLICATION AND BINDING OFFER

I Beverly Stein

Beverly Stein, Multnomah County Chair

with authority specifically vested in me by the governing body of said organization, hereby certify that I have examined the foregoing application, and that to the best of my knowledge and belief is a true and correct statement prepared from the books and records of the organization in accordance with the instructions pertaining in this application. I understand that this proposal constitutes a binding offer and , if it is accepted by the Oregon Mental Health and Developmental Disability Services Division, that the organization shall be required to perform all obligations entailed by the proposal as accepted.

Beverly Stein
Beverly Stein, Multnomah County Chair (Signed)

Sept 13, 1994
(Date)

BEVERLY STEIN
Beverly Stein, Multnomah County Chair (Printed Name)



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ATTACHMENT

Multnomah County Response to MHDDSD Request for Proposals to Provide Mental Health Services Under the Oregon Health Plan

Signature Page to Ensure Compliance for all those standards whose required Response is: "Ensure Compliance to this Standard by your Signature".

Standards by number on the signature page refer to:

STANDARD NUMBER

RFP PAGE NUMBER (July 8, 1994)

1.7 (ED-Net)	Page 42
2.9 (Multi-Axial Evaluation)	Page 49
2.10 (Disenrollment)	Page 49
3.3 (Coordination with Other Emergency Svcs)	Page 50
3.4 (Involuntary Psychiatric Svcs)	Page 52
4.3 (Scheduling and Response)	Page 54
4.6 (Non-English Speaking)	Page 55
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10.3 (Hold Harmless)	Page 73
10.4 (Liability)	Page 74
10.12A (Audit)	Page 76
10.14 (Report of Costs)	Page 79


Beverly Stein, Multnomah County Chair (Signed Name)


(Date)

BEVERLY STEIN
Beverly Stein, Multnomah County Chair (Printed Name)

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION RESPONSE

TO

STATE OF OREGON

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

REQUEST FOR PROPOSALS
TO PROVIDE MENTAL HEALTH SERVICES
UNDER THE OREGON HEALTH PLAN

INTRODUCTION

Multnomah County's Community and Family Services Division submits this response to the Request For Proposals as a County Mental Health Authority and in coordination with CareOregon, the county's Fully Capitated Health Plan (FCHP), to provide Mental Health services under the Oregon Health Plan.

This proposal represents one, in a continuing series of steps toward providing services to vulnerable populations within Multnomah County through managed care. This RFP response follows other county efforts in managed care beginning with its Health Department's long history of partial and fully capitated service to clients in a statewide network of health clinics. The Community and Family Services Division (CFSD) submitted a response to a Request For Plan Amendment (RFPA) from MHDDSD in February of this year to provide mental health services to all Medicaid eligible children and youth within the county, to begin July 1, 1995. The RFPA was accepted by MHDDSD and implementation work groups are to begin in October.

The county's Alcohol and Drug program will integrate outpatient substance abuse treatment, as part of the OHP January 1, 1995. It's Target Cities award creates a network of providers in an interactive assessment, information and referral system. The managed care efforts within the county organization, including its provider network's experiences and expertise, is extensive and diverse. This factor, as well as the multiplicity of mental health service settings in the county, make Multnomah County an excellent site for participation in the Medicaid demonstration for mental health services. The diversity of the population within this county, racially, culturally and economically provides another unique opportunity for MHDDSD's demonstration and an opportunity for meeting a stated goal of the Department of Human Resources (DHR) to "...develop a fully integrated service delivery system for chemical dependency, physical and mental health services..."pg. 3 (RFP).

The public mental health system has traditionally believed that quality care, well managed and provided in the most clinically competent, culturally sensitive, least restrictive and cost managed manner should be available to county residents, regardless of their financial circumstances. The County recognizes this need and contributes significant general fund to adult and youth mental health services. In a time of increasing need and limited public resources, there are still many children and adults who are unable to access mental health services. The effects of the lack of ability to qualify for services as well as the rejection and ejection from the private health care system puts an increasing burden on the public system of care to be more comprehensive and cost managed. Multnomah County is a leader in defining the public responsibility in the changing health care reform environment. This proposal represents the county's commitment to assuring that the needs of vulnerable populations are met in health care reform.

CFSD is submitting this response in coordination with CareOregon, which is currently providing health services in the Oregon Health Plan (OHP) to nine (9) percent of the state-wide OHP eligibles as of August 1994, and eighteen percent (18.5) of the Multnomah County OHP eligibles. While the RFP Standards do not address a zip code boundary requirement, zip codes is mentioned as a designation in the "Letters of Intent" section. Multnomah County already has a developed capitated system in place, through CareOregon, working across the county to deliver health services to Medicaid eligible individuals. The infrastructure is in place and the target population is the same as those to be served by the mental health demonstration. The zip code designation is logistically incompatible with the county's service delivery system and does not offer the opportunity to measure the ability of the county to integrate service delivery for health and behavioral health services for the same population.

While Multnomah County is pleased to have the opportunity to submit a proposal for the Medicaid Demonstration, particularly in light of the consistency of this proposal with the County's Mission and Goals, there are issues raised by this RFP, for Multnomah County, which must be carefully considered. These concern the financial rates (see Standard 10, Financial Solvency, Multnomah County Concerns) and the lack of continuity in the service continuum as a result of holding significant service subspecialties (Day and Residential Care) outside of the capitation rate, (see Standard 2.4 Organized System of Care).

This proposal is the result of considerable community input and effort. Community advocates, the provider agencies of alcohol and drug and mental health services, health providers and County interdepartmental staff have all contributed to this response. We trust that this proposal, given the unique characteristics of the state's largest urban county will be given appropriate consideration. Lastly, as an editorial comment, please note that the terms "member", "enrollee" and "client" are used interchangeably throughout this document.

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ATTACHMENTS

Section III

A,	Multnomah County CFSD RFP Response Core Team
B,	Multnomah County CFSD RFP Response Work Group
1.1,	MCO Organizational Chart
1.2,	Letters of Commitment
1.3 A,	CFSD Division Director Job Description
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SECTION II
STANDARDS AND RESPONSES

Section II
Response to Request for Proposals
To Provide Mental Health Services Under the Oregon Health Plan
Standards for Participation and Required Responses

STANDARD #1: DESCRIPTION OF CONTRACTOR ENTITY

CONTRACTOR MUST HAVE ORGANIZATIONAL ABILITY TO DELIVER, DIRECTLY OR UNDER SUBCONTRACT, ALL MEDICALLY NECESSARY MENTAL HEALTH SERVICES PROVIDED TO CHILDREN, ADOLESCENTS, AND ADULTS.

1.1 Required Response: (Organizational Chart)

Attach an organizational chart of your organization including all anticipated or existing subcontracted providers you will be working with to fulfill the expectations of this RFP. Identify key positions for the proposed contract.

See Attachment 1.1 MCO Organizational Chart; Attachment 1.2 Letters of Commitment; Attachment 2.2 A1 CFSD Adult and Child Mental Health Subcontractor List; and Attachment 2.2 A2 Partners Project Provider List

1.2 Required Response: (Letters of Agreement)

Submit letters of intent, letters of agreement, if possible, for all subcontracted services in support of your proposal to delivery mental health services to OHP enrollees.

See Attachment 1.2 Letters of Commitment

1.3 Required Response: (Staff)

List the staff with titles, who will be assigned to be the liaison(s) with the MHDDSD. Describe other job responsibilities of these staff if any.

Lorenzo T. Poe, Jr., Division Director.
Elleen Deck, Managed Care Planning Team Coordinator

See Attachment 1.3 A Division Director Job Description and Attachment 1.3 B Managed Care Planning Team Coordinator

1.4 Required Response: (Timeline)

The amount of time until implementation is short. Attach a timeline with start dates and end dates identified for the major tasks that you will need to accomplish to begin providing services for Medicaid enrollees on January 1, 1995.

See Attachment 1.4 MCO Timeline

1.5 Required Response: (Strategy for Organization Changes)

If your organization will need to change its size, structure, number of mental health providers, etc., prior to start-up, please describe your strategy to ensure that all necessary preparations are in place on January 1, 1995. If you feel you have provided sufficient detail in Standard #2.1 and #2.2, please indicate that here in this response.

The MCO, in coordination with CareOregon, a Fully Capitated Health Plan providing health services under the OHP, has in place the primary infrastructure to participate in this demonstration. As the Community Mental Health Program and Local Mental Health Authority, the MCO has the available provider network and service array to provide the services as described in this RFP.

The detail presented in response to Standards 2.1 and 2.2 below provide additional support for the MCO's strategy to accommodate the needs of enrolled members in the OHP Demonstration for Mental Health services. The response to Standard 1.8, below, will provide additional information concerning the MCO's strategy for organizational change to meet the specific requirements of this RFP and to deliver mental health services within the Oregon Health Plan for enrolled members beginning January 1, 1995.

See Attachment 1.4 MCO Timeline

1.6 Required Response: (ADA)

Services, facilities, and personnel shall comply with all American's with Disabilities Act (ADA) requirements, with particular emphasis on the special needs of physically disabled, visually impaired, and hearing impaired enrollees and staff.

A. How is or has your organization prepared to address the access needs of clients and staff who are hearing or visually impaired, or physically disabled?

Multnomah County will provide access to and information about all of their programs, services and activities unless this would alter the basic nature of the program, services or activity or would create an undo hardship on the County.

Programs, services and activities are those elements which provide benefits or services directly or indirectly to the public. County programs, services and activities are accessible to persons with disabilities but not every facility is accessible. Transition plans for making facilities accessible have been developed and are available for review at the City/County Affirmative Action Office-
1220 SW Fifth, Room 104, Portland, Oregon 97204
Phone-823-4164
TDD-248-5040

The County also has a grievance procedure in place for those individuals that feel they have been denied access to County Services. This is coordinated through the City/County Affirmative Action Office.

B. How is or has your organization prepared to address the service needs of the hearing or visually impaired (for example, provisions for sign interpretation when required).

Multnomah County Contracts with Northwest American Sign Language Associates (Nwasla) to provide sign language and oral interpreter coordination for County needs.

Nwasla provides sign language and oral interpreters for use in County operated and run programs, services and activities if requests are made in a timely manner (48 hours). Emergency requests and requests made without at least 48 hours prior notice of need will be considered and Nwasla shall make attempts to provide interpreters.

Auxiliary aides and services are provided when necessary to enhance participation and enjoyment of any program, service

and activity at no extra cost to the persons needing the aid or service (available at the City/County Affirmative Action Office).

Alternative formats to written materials and brochures are available upon request. Reasonable accommodations include 18 point large type Braille text or audio recordings. Fees charged for these services may not exceed what a citizen without a disability would pay for access to the same record in standard format.

Multnomah County contracts with Access Oregon to provide this service.

See Attachment 1.6 City of Portland/Multnomah County Guide to Citizens concerning Title II of the Americans with Disabilities Act of 1990.

1.7 Required Response: (Ed-Net)

The Contractor is expected to be able to access Salem Connection, Ed Net training for their staff throughout the course of the Phase In of mental health services for the purpose of receiving training and technical assistance from the MHDDSD, and sharing of best practices among Contractors. The frequency of training will be negotiated in good faith with the Phase-In Contractors. Information on Ed-Net sites is available upon request.

Per D'Anne Gilmore, September 9, 1994: Required Response is "Ensure Compliance with Signature."

1.8 Required Response: (Coordination with CMHP)

State how you will coordinate with the CMHP, as described in the Section III: Scope of Work, in the areas for which you are making application.

The MCO will operate within the Multnomah County Community and Family Services Division which is the designated CMHP for Multnomah County. As indicated in the responses herein to Standards 2 and 4, the MCO will have immediate access to a full continuum of services provided by Multnomah County to eligible enrollees for services identified in this RFP as in and outside of the OHP. The MCO will prioritize coordination with CMHP staff and programs currently operating within the CMHP, which is the local mental health authority, to accomplish the scope of work as identified in this document.

1.9 Required Response: (Coordination with Physical Health)

For mental health only Contractors, state how you will coordinate with your enrollees' physical health care plans, consistent with our Standards, in the areas for which you are making application.

The MCO will provide mental health services to any CareOregon enrollee who needs such service. The CareOregon physical health care needs of its enrollees is managed by Primary Care Physicians (PCP) contractually part of the CareOregon provider network. The Community and Family Services Division is currently engaged in conversation with CareOregon regarding the formal coordination and shared incentives to manage the total health care needs of CareOregon enrollees.

The PCP is responsible to manage, under a capitated system, all the primary care needs of CareOregon enrollees as well as managing referrals to specialty care. Included in primary care responsibilities are preventive services, health maintenance and disease screening; management of common chronic primary care and management of common acute primary care problems, such as anxiety and depression.

The MCO will develop a consultative relationship that assures the client the coordination of the delivery of primary care and mental health services. The MCO responsibilities to the primary care physicians are to assure access to timely assessment and treatment of mental health needs of CareOregon enrollees and to provide consultation regarding integrated treatment planning.

Role of CareOregon Primary Care Clinics and Primary Care Physicians in the Proposed Mental Health System

System Values

It is critical to develop a system which is founded on values which provide the foundation for the manner in which the CareOregon Primary Care Clinics (PCCs) and their Primary Care Physicians (PCPs) relate to the mental health system. These values should be the basis for coordinating the delivery of acute care and the mental health services. The quality of care and the cost of care will be impacted by the manner in which these systems interact.

In general, the system should be based upon the following values and concepts:

- PCCs, PCPs and the mental health system should work together in a manner which is most beneficial to the enrollee.

- PCCs, PCPs and the mental health system should work together in the coordination and management of OHP covered and non-covered services to provide a coordinated treatment program based on individual enrollee need.
- PCCs, PCPs and the mental health system should work together to provide an environment which maximizes the benefits of both acute services and mental health services provided to the enrollee.
- PCCs, PCPs and the mental health system should work together to ensure that there are no barriers which may interfere with the coordination of services provided to the enrollee.
- PCCs, PCPs and the mental health system should work together to develop and implement policies and procedures required to provide coordinated care for the enrollee.
- PCCs, PCPs and the mental health system should work together to ensure that the needs of the enrollee are considered before the needs of the acute care and/or mental health service delivery systems.
- PCCs, PCPs and the mental health system should work together to ensure that enrollees do not "fall between the cracks."
- PCCs, PCPs and the mental health system should work together with other providers within the delivery systems to develop creative and innovative approaches which will provide the most benefit to the enrollee.

PCC and PCP Referrals

The CareOregon Primary Care Clinics and Primary Care Physicians will be a primary point of referral into the mental health system. The PCPs, through the PCCs and in coordination with the MCO, will make referrals for all eligible enrollees. Some referrals will be made by the PCPs based on the results of the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) screening performed for enrollees under 21 years old.

The PCPs will also identify mental health referrals for those over 21 years old through routine examinations and treatment for acute and emergency conditions. If, during a visit to a PCP, an individual is identified as being in need of mental

health services, the enrollee should be referred to the mental health system in a timely manner.

All referrals will be made in coordination with the MCO and through the performing mental health provider system triage/enrollment system.

All CareOregon enrollees who meet one or more of the following criteria should be referred to the mental health system for services:

- Individuals who are determined to be in immediate need of mental health services;
- Individuals who are determined to be at risk of needing mental health services .
- Individuals who may potentially benefit from mental health services.

PCC and PCP Involvement with Referrals From Sources Other than the PCCs or PCPs

CareOregon enrollees may access mental health services through means other than that of the CareOregon Primary Care Clinics and Primary Care Physicians. The mental health system may identify CareOregon enrollees in need of mental health services in one of the following ways:

- CareOregon enrollees may contact the mental health system directly; or
- CareOregon enrollees may be referred by organizations such as child welfare, schools and churches.

The mental health system and/or provider should contact the MCO regarding all referrals from sources other than the PCCs and PCPs. The MCO or the performing provider should inform the enrollee's PCC and/or PCP of all referrals for mental health services made from other sources.

PCC and/or PCP Completion of Referral Forms

After the PCP completes the referral form, a copy will be provided to the enrollee or the parent(s)/legal guardian(s), if the eligible person is under 18 years of age. A referral copy will be maintained in the enrollee's medical record; a copy will be forwarded to the MCO; and another copy will be forwarded to the mental health provider. The subcontracted

mental health provider will "enroll" the individual into the mental health system.

As with all information, the mental health system will maintain confidentiality regarding information on the referral form.

In some instances, emergency referrals will be made without a referral form. However, the referral form should be delivered to the MCO and/or provider within three (3) working days of the service.

PCC and/or PCP Assistance with Initial Screening / Assessment / Evaluation / Diagnosis

In non-emergency situations, the PCC or PCP's staff should assist the enrollee or parent(s)/legal guardian(s) in making an appointment for the initial screening/assessment/evaluation/diagnosis appointment.

Role of the MCO and/or the Mental Health Performing Providers in the Proposed System

Screening / Assessment / Evaluation / Diagnosis Services

The subcontracted mental health system and/or MCO will be responsible for responding to CareOregon referrals by assessing the referred enrollee's need for mental health services. When an enrollee is referred to the mental health system, a screening, assessment/evaluation and diagnosis should be completed within the timeframes defined elsewhere in this document.

1.10 Required Response: (CMHP Authorization)

If you are a mental health only Contractor, and not a CMHP, enclose evidence of authorization from the local CMHP in the areas for which you are making application, as stated in "Proposer Qualifications" in Section II.

Not Applicable.

STANDARD #2: PROVISION OF MENTAL HEALTH SERVICES

CONTRACTOR HAS ABILITY TO DELIVER OR ARRANGE FOR ALL MENTAL HEALTH SERVICES THAT ARE MEDICALLY NECESSARY UNDER CONTRACT.

2.1 Measurement Standard: (Needs Assessment)

The OHP covers a wide range of diagnosis/conditions. The MHDDSD anticipates the Contractors will be planning for anticipated service needs of the OHP populations in order to prepare their service delivery system to meet the expectations of the RFP. Please refer to Attachment A for background data on the eligible population.

Required Response:

- A. Describe how you will conduct this needs assessment process, and briefly summarize your readiness to deliver these services. If you foresee the need to refine your delivery system to meet the expectations of this RFP, briefly summarize the changes you anticipate making to be ready for implementation January 1, 1995. Indicate if you have identified any unique or special needs, such as a high number of elderly, children, and or, a lack of a necessary resource.

The Managed Care Organization has analyzed four years of outpatient and inpatient data for Multnomah County to determine the trends of service usage within the county. This analysis has given us the foundation for assessment of service needs for the population covered by the Oregon Health Plan. This trend analysis has been matched with county general fund program utilization, which reflects a broader population base, to be able to best anticipate the cost of services not currently provided by the MCO but which would become the responsibility of the MCO with receipt of the award.

There are special needs and conditions, particular to a large urban area which must be addressed by Multnomah County's MCO in order to responsibly manage mental health care for its enrollees during this demonstration. They are: urban drift, (the tendency for an inordinate number of poor and disadvantaged to migrate toward the city), poverty and the attendant issues of a disproportionately high substance abuse, homelessness, higher incidence of abuse and neglect of children, and a preponderance of state funded mental health facilities within the county's geographical boundaries, which result in many former patients continuing their residence within the county. These factors create an "adverse selection" of enrollees in Multnomah County by comparison with the state averages. This issue must be taken into account by

any potential provider when determining needs of the population to be served and the capacity required to meet those needs. Multnomah County's MCO has provided and continues to provide services to this population and is well advised of the multiplicity and complexity of providing comprehensive and coordinated services to this population and is prepared to extend that expertise to include additional, less intensive services to address the conditions covered by the health plan.

The MCO also realizes that the array of services to be provided under the Oregon Health Plan exceeds the conditions for which the MCO currently provides services within the adult population. The needs of the expanded population are determined by careful trend analysis. The adequacy of capacity within the MCO's provider network to accommodate the expanded system of care will be ensured by incentivized contract arrangement, based upon analysis of wait list information.

The MCO is currently prepared to provide the array of services available to children and families as required under the Oregon health Plan. The capacity within the adult system of care will be expanded through contract arrangement with the MCO and its provider network as consumers with less intensive needs present. Additional capacity will be purchased by the MCO through risk pools established for the purpose of meeting unplanned needs within the membership of the MCO. The most significant changes required by the MCO to meet requirements of the OHP by January 1, 1995 are expansion of the provider network to accommodate additional outpatient capacity for adult clients, with risk pools to ensure both appropriate utilization of community standards of care and cost effective treatment within the service system.

B. Describe how you will obtain enrollee input from eligible persons and family members about their service needs.

The MCO will obtain enrollee input from eligible members and families through:

1. Utilization of MHDDSD's revised CPMS client satisfaction and outcome data, and,
2. Utilization of CareOregon client satisfaction data, already in place to assess client satisfaction.

This information will be reviewed and analyzed by Consumer relations, from whom recommendations for improved practice will be provided.

2.2 Measurement Standard: (Capacity)

The MHDDSD anticipates that the Contractors will be analyzing their resources against the anticipated demand in order to

assess their capacity to assure timely access to appropriate services for adults, adolescents, and children. Also, small populations or geographical distances can create access barriers for rural enrollees needing specialized clinical assessment services, treatment services, consultation services, inpatient acute admission/discharge planning services.

Required Response:

- A. How many mental health providers will your organization have? Please indicate the type and number of service providers, range of providers of all levels, and their location. For physicians indicate their type of specialty.**

The MCO will continue the county practice of subcontracting direct services to provider agencies. The MCO has 20 performing provider agencies that have submitted Letters of Commitment to participate with the MCO in the OHP demonstration award. These agencies offer a broad service array in locations throughout the county, as indicated in attachment 2.2 A1, adult and children's mental health subcontractor list (September 7, 1994). The County is in the process of obtaining additional letters of commitment from Partners Project independent contractors who offer both traditional and non-traditional mental health services to the Project's children and their families.

The MCO intends to utilize the acute inpatient hospitals with current contractual arrangements with MHDDSD and OMAP for securing acute care services for Medicaid enrollees. Currently, Multnomah County utilizes Oregon Health Sciences University and CareMark Behavioral Health Services for adults and Emanuel Hospital, Providence Medical Center, and St. Vincent Hospital and Medical Center for children and adolescents. These resources are located in, or accessible within thirty minutes of all residents in Multnomah County. The MCO intends to submit letters from identified hospitals indicating their willingness to treat enrollees on an emergency basis once the MCO is selected for participation in the phase-in.

See Attachment 1.2 Letters of Commitment; Attachment 2.2 A1 CFSD Adult and Child Mental Health Subcontractor List; and Attachment 2.2 A2 Partners Project Provider List

- B. Indicate the mental health staff provider to enrollee ratio and the number of enrollee openings to serve Medicaid enrollees by geographical area and by site.**

The mental health staff provider to enrollee ratio is identified in Attachment 1.2 Letters of Commitment, Item Number One. The geographical area and site location is Multnomah County. Currently, the mental health provider network prioritizes access to services to Medicaid eligible individuals. It is anticipated that some of the CareOregon members will already be enrolled in the MCO provider services and that capacity is sufficient in the Multnomah County provider network to enroll any CareOregon member presenting for mental health services.

C. If trainees or interns will be involved in services delivered to enrollees, briefly describe how and what are the supervisory arrangements

The County has had a policy since 1987 regarding the use of trainees or interns providing mental health services to enrollees. Many of the mental health agencies in Multnomah County have served as active training sites for the development of new professionals with expertise in the field of child and family treatment and treatment of persons with chronic mental illness.

Students involved in placement have substantial academic background and are in an apprenticeship mode under close supervision and monitoring. Case assignments move in graduated succession from less complicated cases to cases requiring more intensive involvement. Students who do not otherwise qualify as a mental health professional may be included in the definition of qualified mental health professional under set conditions established by Multnomah County Community and Family Services Division. This includes supervision by a qualified mental health professional at the ratio of one supervisory hour for every eight hours of direct service.

See Attachment 2.2 C. Criteria for Judging Students as Qualified Mental Health Professionals and Attachment 1.2 Letters of Commitment, Item Number 3.

D. Describe how you will increase capacity and manage to ensure adequate supply against demand.

The assurance of service capacity for the Managed Care Organization (MCO) members will be the responsibility of the MCO Quality Improvement Committee. Requirements regarding access will be incorporated in contractual agreements between the MCO and its participating mental health service providers.

The MCO has analyzed the CareOregon member enrollment and has determined the approximate penetration rate for mental health

services during the demonstration period. Given this analysis, the ability of the MCO to manage the anticipated capacity is more than sufficient. The MCO does understand that determining service capacity availability must be discussed in conjunction with determining service capacity needs. Therefore, the Managed Care Organization (MCO) is currently projecting the number of service units, by type of service, required per 1,000 members in each eligibility category.

Based on the number of clients and the projected utilization, the total number of units of service, by service type, will be estimated. This projected total number of service units needed, by type of service, is being compared to the number of specific service type units available within the MCO participating provider network. This comparison will be done on an on-going basis with adjustments made to both the projected needed units based on actual historical utilization data by eligibility category as this data is collected and analyzed.

Determining Capacity: Available

The MCO's participating mental health service providers will determine and report their current client load and capacity for serving new MCO clients by completing an MCO Service Capacity Reporting Form. This report will be based upon providers' utilization patterns of current Medicaid recipients as well as other clients served by the provider. The MCO Quality Improvement (QI) Coordinator will assist participating providers in making this determination.

MCO's panel of providers includes a broad range of specialists throughout the county, who provide mental health care. If the QI Coordinator determines that access problems exist, the Coordinator will determine an action plan to correct the problem that may include contracting with additional providers in certain service areas.

Monthly Monitoring of Used vs. Unused Capacity

The MCO's participating mental health service providers will determine and report to the MCO on a monthly basis, "used" and "unused" service capacity.

Expansions, reductions and changes in type of services available at MCO participating provider sites will be reported to the MCO. If participating providers have difficulty completing the monthly report, the MCO Quality Improvement Coordinator will be available for assistance.

Increasing Capacity and Managing Risk When Membership Approaches Capacity

If the MCO service needs for the MCO membership is found to approach participating provider service capacity, MCO will immediately implement steps to assure continued access and quality of care. Such steps may include notifying the State Mental Health and Developmental Disability Services Division (MHDDSD) of one or more of the following procedures:

- The temporary closure of certain MCO participating providers to new enrollees and the process for referring MCO clients, on a temporary basis, to other participating providers;
- The addition of more participating providers to MCO's panel;
- The purchase of mental health services, on a temporary basis, from non-MCO participating providers; and/or
- The implementation of other appropriate steps to be taken by MCO and/or the participating provider.

Additional Related Information

MCO Participating Provider Agreements

Many of the issues addressed in this document, including the issue of participating provider capacity, will be addressed in the provider agreement between the MCO and the participating provider. Regardless of the financial arrangements between the MCO and participating provider, subcontracts will address, at a minimum, the following:

- Services to be provided
 - Type, definition and amount of services
 - Duration / limitations of services
 - Service capacity
 - Location(s) of service provision
 - Hours of service provision;
- Compensation for services
 - Amount of compensation
 - Method of compensation
 - Timing of compensation payments
 - Coordination of benefits responsibilities
 - Payment adjustments;
- Provider's participation in MCO's peer review, quality

improvement, quality management and utilization management programs;

- Provider's insurance coverage requirements and verification requirements;
 - Provider's credentialing and professional standards requirements; and
 - Provider's medical records requirements.
- E. Describe how you will take into account the need to provide a range of services in rural areas. If you are not applying for rural areas, you are not obligated to respond to this standard.

Not applicable.

- F. Describe how the services of a child psychiatrist preferably board certified will be integrated into your system of care.

Multnomah County has not had difficulty in securing and maintaining a number of Board certified Child Psychiatrists in its service delivery system. The MCO and the provider network all have access to board certified Child Psychiatrists. In fact, Multnomah County's Child and Adolescent Mental Health Program has a long standing relationship with Oregon Health Sciences University from whom it currently contracts for Psychiatric consultation. Conversation is underway between the two agencies to have the Child and Adolescent Mental Health Program office identified as a practicum site for fellows in the Child Psychiatry program at OHSU. This will allow for additional opportunities for psychiatric consultation to county mental health consultants. It also offers training for child psychiatry residents in developing and managing the system of care, with their work in Partners Project and other mental health services at the county level.

The MCO anticipates the use of child psychiatry services within the mental health demonstration as follows:

Quality Assurance

The role of the Child Psychiatrist in the oversight and analysis of case development and monitoring, for mental health consultants, has been a valuable function, historically, which has led to improved outcomes for children and families.

Clinical Supervision

The on-going role of the child psychiatrist in the analysis of the clinical aspects of care is equally valuable. The MCO believes that all clinicians should have regular, scheduled access to the child psychiatrist.

Additional Directions for Child Psychiatry

- * More availability at initial presentation of the client.

It would appear that the child psychiatrist would make the greatest contribution to the development of services for the enrollee if s/he was involved at the beginning, when an individual entered care. The MCO would contractually require that its performing providers would provide more child psychiatry consultation at the advent of services, realizing that, historically, the retrospective review has limited the effectiveness of psychiatric consultation and has made it rather awkward, at times. Experience in the Partners Project has demonstrated that diagnostic clarity is a significant factor in developing the most appropriate array of services for the child and family, resulting in the most appropriate utilization of services and dollars.

To further incorporate this belief, the MCO would make psychiatric consultation more available, by phone and in person, to respond to issues that arise among case managers and other line staff. Discussion between Partners Project staff and OHSU Department of Child Psychiatry, for example, concerning the implementation of a teaching site at the county, would bring psychiatry fellows into the building for both scheduled support to staff and drop-in, or phone consultation.

- * Organization of designated consultation time by severity of presenting client.

Performing provider staff servicing the more severely disturbed populations, and/or high utilizers of services would receive the highest distribution of regular, scheduled child psychiatric consultation, to provide the greatest amount of support to the client, the case manager and the service system.

- * Support at re-authorization of service.

The child psychiatrist will be available at the time of re-authorization of services, as determined by the Plan of Care. It will continue to be the practice of the MCO to involve the child psychiatrist at the point of re-authorization of service in order to develop the most appropriate level of service for the member.

2.3 Measurement Standard: (Array of Services/Pattern of Practice)

Adults diagnosed with severe and persistent mental illness have varying service needs depending on factors such as the cyclical nature of their illness, levels of stability, and available support. As a result, these persons may enter or leave a mental health service system at differing times and at different points of entry and discharge. This may occur to a lesser extent for persons who experience acute mental illness.

Enrollees who are subject to the commitment process and committed to treatment, but determined to be treatable in a local acute hospital program or a non-hospital setting, are to be treated under the Oregon Health Plan covered services provided by the enrollee's Contractor.

The MHDDSD expects a full array of services to be available, either directly or through coordination with other providers, that are appropriate for various diagnostic groups covered by the OHP. The MHDDSD is committed to the organization of services consistent with the values and principles outlined in Attachment D.

Required Response:

- A. Specify the full array of services to be available. For each identified service, please indicate whether the Contractor will provide the service directly or through another provider. For those services not directly provided, identify the provider(s) who will deliver the service and describe the arrangement you have or will have with them.

The MCO will offer a full array of services to enrollees. With the exception of case management (care coordination) and initial triage services, all direct services will be contracted out by the MCO. It is the intention of the MCO to sub-capitate Outpatient services as soon as possible. It may be, once analysis of the rates is concluded, that fee for service with withhold arrangements may be the initial payment structure. Some specialty services, may be purchased by the MCO on a fee for service basis. Inpatient payment structure requires negotiation following notification of the award.

For services not currently in the continuum, the provider and payment structure will be identified as the information becomes available. This RFP, while presenting a significant step forward, seems to be inconsistent with established state goals that subcapitation achieve an integrated, coordinated and flexible system of care. There is an inherent difficulty (for the client and for the MCO) in having the MCO manage the

outpatient and inpatient services while having the day and residential options left out of the capitation rate. Multnomah County participation, if selected, will be contingent upon the opportunity to negotiate the inclusion in the capitation rate of the subspecialties critical to the overall management of the system of care.

In the following section, the MCO's array of services is listed and described. Some of these services are in development at the present time and others exist within the adult array only or the child and youth array only. The MCO is coordinating the array to ensure the most complete continuum of services for all populations served.

Service Description.

CASE MANAGEMENT

- Case Management Services
- Care Coordination Services

OUTPATIENT MENTAL HEALTH SERVICES

- Emergency Face-to-Face
- Mobile Crisis Stabilization
- Pre-Petition Screening
- Screening
- Evaluation/Diagnosis
- Court Ordered Evaluation
- Individual Counseling - Psychologist/Non-MCO
- Individual Counseling - Psychiatrist/Non-MCO
- Individual Counseling - Psychologist/MCO
- Individual Counseling - Psychiatrist/MCO
- Individual Counseling
- Group Counseling
- Family Counseling
- Socialization and Recreation
- Home-Based Therapy
- Intensive In-Home Care
- Family Collateral
- Vocational Screening
- Vocational Assessment
- Job Training
- Sheltered Employment
- Work Adjustment
- Supported Employment
- Transitional Employment Training Leading to
Competitive Nonsupported Employment
- Transitional Employment Training Leading to
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- Short-Term Residential - Intensive
- Supervised Independent Living
- Transitional Residential
- Long-Term Residential
- Therapeutic Foster Care
- Rent Subsidy
- Semi-Supervised Residential
- Psychiatric Health Facility (REF)

INPATIENT

- Inpatient Hospitalization - Non OSH
- Inpatient Hospitalization - OSH

Service Description

1. Emergency Face-to-Face/Crisis Intervention:

A service to a person who requires immediate intervention in a crisis situation.

2. Mobile Crisis Stabilization:

Service provides community based crisis intervention and resolution. Means intensive immediate short-term services that inform, evaluate and treat persons in a crisis.

3. Pre-Petition Screening:

Interaction between county pre-commitment investigators and a proposed client, significant other or family member to determine whether an application for court-ordered mental health evaluation is supported by reasonable cause and whether a petition for an evaluation should be filed with the court, or to provide technical assistance with the initiation of an application for court-ordered mental health evaluation.

4. Screening:

Activities focused on determining the appropriateness of clients for service or on the assignment of clients for care and treatment.

5. Evaluation/Diagnosis:

Services related to identifying the detailed nature and extent of the client's condition and formulating a plan for service. It may include social work assessments, psychological testing, and psychiatric evaluations. It includes a psychosocial assessment, psychiatric evaluation, and psychological testing, as necessary.

6. Court Ordered Evaluation:

An assessment of a proposed client to determine whether an application for court-ordered evaluation or treatment is appropriate. Includes the evaluation and compilation of the petition for submission to the court.

7. Individual Counseling/Psychosocial Services:

Counseling of an individual client. Counseling is a process which assists clients in dealing with a wide range of personal, interpersonal, situational and functional problems. Includes psychotherapy, behavioral therapy, etc. Must be conducted by qualified mental health professional.

8. Group Counseling:

Counseling of more than one client in a group setting. Counseling is a process which assists clients in dealing with a wide range of personal, interpersonal, situational and function problems. Must be conducted by a qualified mental health professional.

9. Homeless Outreach: (in development for children)

An assertive mobile outreach service to the homeless SMI population to provide linkage for psychiatric services.

10. Family Counseling:

Counseling involving members of a family or couples who are seen together for evaluation or treatment. Counseling is a process which assists clients in dealing with a wide range of personal, interpersonal, situational and functional problems.

11. Socialization and Recreation:

This service provides social and recreational activities and skill development in constructive and satisfying use of leisure time.

12. Psychiatric Intervention: (child service only)

This service allows for situations where an "outside" psychiatrist has been brought in to give consultation on a client. It especially includes the services of a psychiatrist on a clinical team. It is not to be used to report the services of a psychiatrist who is part of the staff of a residential or inpatient facility except where the psychiatrist services provided have not been included in the residential or inpatient rate.

13. Family Collateral:

Consultation with family members of an enrolled client in order to provide training, education, assistance, and support in dealing with the client.

14. Vocational Screening:

A process to determine a client's appropriateness for a vocational program.

15. Vocational Assessment:

A process used to determine a client's specific vocational needs based on current and potential work skills, educational background, aptitude, interests, work habits, personal grooming and vocational expectations.

16. Job Training:

This service provides training for specific types of employment opportunities. Up to eight (8) hours of elapsed time may be reported for each client per day. Report a separate service for each registered client attending the session. Report the total time that the client spent at the session.

17. Sheltered Employment:

This service provides remunerative employment in a controlled and protected environment. Up to eight (8) hours of elapsed time may be reported for each client per day. Report a separate service for each registered client attending the session. Report the total time that the client spent at the session.

18. Work Adjustment:

This service provides training in the meaning, value and demands of work, and in the development of positive attitudes toward work. Up to eight (8) hours of elapsed time may be reported for each client per day. Report a separate service for each registered client attending the session. Report the total time that the client spent at the session.

19. Supported Employment:

This service provides actual employment experiences

and ongoing support to maintain a part-time/full-time "paid work" status at employer-based job sites. Supported employment services may include, but are not limited to, assessment, counseling, case management, transportation, social/behavioral training, skill instruction, wage subsidies, work site supervision, job modification, advocacy and intervention.

20. Transitional Employment Training Leading to Competitive Nonsupported Employment:

This service provides the supervision and support needed for a person to experience paid work at employer-based job sites. The goal is nonsupported employment. Up to eight (8) hours of elapsed time may be reported for each client per day. Report a separate service for each registered client attending the session. Report the total time that the client spent at the session.

21. Transitional Employment Training Leading to Competitive Supported Employment:

This service provides the supervision and support needed for a person to experience paid work at employer-based job sites. The goal is supported employment. Up to eight (8) hours of elapsed time may be reported for each client per day. Report a separate service for each registered client attending the session. Report the total time that the client spent at the session.

22. Transportation - Case Manager:

This service shall provide for client transport with case manager to and from community services and other services that are included in the client's treatment. Includes training in use of public transportation.

23. Transportation - Client:

This service shall provide for client (and family where appropriate) transport with case manager to and from community services and other services that are included in the client's treatment. Includes training in use of public transportation.

24. Personal Care:

This service may be included as it relates to the diagnosis and level of functioning of a client, as part of various residential programs or may be provided on an outpatient basis. If on an outpatient basis, the service provides instruction, training and assistance to client in:

- developing a "Daily Routine" which is in accordance with the social and cultural norms for the individual's peers.
- confirming living arrangements and a living environment appropriate to the needs of the individuals served.
- developing or remediating independent functioning skills in personal grooming, hygiene, dressing, eating, toileting, self-medication and first-aid, recognizing symptoms of illness, preventing accidents and illnesses.
- developing a sense of identity and self-worth and to improve self-concept.
- assisting those who display inadequate communication forms or limited communication styles and abilities, developing and utilizing a variety of alternative communication methods and devices.
- developing or remediating practical cognitive skills essential to function independently.
- developing useful methods of starting/maintaining friendships, appropriate assertiveness, social skills and problem solving abilities for use in typical daily interactions and encounters.
- providing basic clothing purchase, storage, care and upkeep practices.
- training in how to access and utilize community resources.
- providing for nutritionally balanced meals and snacks.
- obtaining medical services as necessary.

25. Home-Based Therapy:

Home based therapy is defined as ambulatory therapy services provided in the eligible child's residence, other than a psychiatric health facility for acute care or Level I treatment facility. Home-based therapy may include individual or group mental health and/or substance abuse consultation and/or behavior management. These services can only be provided by a qualified mental health care professional under the supervision of a QMHP who is affiliated with a mental health agency.

26. Intensive In-Home Care:

Are rehabilitation based and motivated, and are provided as intervention and probable circumvention of the need for more intensive (i.e., hospitalization) services. Intervention strategies may include individual or group consultation and/or behavior management, and may also be appropriate to facilitate the transition from out-of-home care to in-home care. This level of in-home service may be provided to family members with or without the client present.

27. Rehabilitation Services:

Outpatient counseling and support services directed to return an individual to a previous level of function and prevent relapse.

B. PARTIAL CARE : (currently provided to children only)

Partial care is a structured, three (3) to six (6) hour coordinated program of services that provides regular daytime, evening and weekend activities for persons who require long-term structured support but may not receive such services in their residential setting. The service provides opportunities to develop skills that lead toward more independent functioning, as well as a means to reduce social isolation. It includes outings, recreational activities, cultural events and contact with community resources, such as prevocational counseling and life skills training.

C. RESIDENTIAL LIVING AND DEVELOPMENT:

1. Respite Care:

Respite care provides support to the client in order to maintain treatment benefits and prevent relapse to lower functioning levels. The service may be delivered in a residential setting or in a person's home. It is supportive in nature rather than treatment oriented and is intended to relieve a stressful situation. It includes care provided by trained individuals in order that families may have relief from providing constant supervision of the client.

2. Crisis Residential: (adult only, currently)

This crisis residential service is an alternative to hospitalization for persons in an acute episode or situational crisis, and who require temporary removal from the home from 1 to 14 days. The program provides 24-hours a day, 7 days a week admission and treatment capability. Services include direct work with the client's family, linkage with prevocational and vocational programs, assistance in applying for income, medical and other benefits and treatment referral.

3. Transitional Residential:

This service provides supervision to clients that need personal care and training in basic independent living skills. Staff are on hand to provide training and assistance. This is a residential service that develops independent living skills through a gradual introduction to ordinary community relationships. This program must be monitored by 24 hour staff who assist the residents in developing group dependence, self-reliance and personal responsibility for behavior and its consequences. The program is usually associated with a day treatment program (partial care) and/or rehabilitation services.

4. Semi-Supervised Residential:

This service provides supervision to clients that need personal care and training in basic independent living skills. Staff are on hand to provide training and assistance. This is a residential service that develops independent living skills through a gradual introduction to ordinary community relationships. This program must be monitored by 24 hour staff who assist the residents in developing group dependence, self-

reliance and personal responsibility for behavior and its consequences. The program is usually associated with a day treatment program (partial care) and/or rehabilitation services.

5. Long-Term Residential/Intensive Residential:

This service is for clients in a program of normally longer duration than the crisis or short-term residential services, regardless of how long the client actually stays in the program. This service provides a full day treatment program for persons who may require intensive support and long-term rehabilitation to develop independence, and for clients who live marginally in the community with little or no support and periodically need re-hospitalization. Services include intensive diagnostic evaluation, a full day treatment program and prevocational, vocational and special education services, outreach to social services and counseling to assist the client in developing skills to move toward a less structured setting.

6. Therapeutic Foster Care: (children only)

A specialized foster care home setting that offers the client more intensive, individualized care than is available in a regular foster home.

7. Room and Board: (available in the community, not currently in the array; MCO would develop.)

This service provides for a safe and healthy living environment which meets the physical and emotional needs of an individual and is available on a 24-hour basis.

8. Supervised Independent Living:

This service provides housing to clients that have some independent living skills. Staff are available to provide assistance. Supervised independent living is a planned cooperative arrangement administered by an agency to provide clients with a transition to independent living. The program provides an increase in the level of the client's responsibility for the functioning of the household and an increase in the client's involvement in daytime activities outside the home which are relevant to achieving personal goals and greater self-sufficiency. The program of services

includes client assessment, counseling, development of community support systems, activities to encourage socialization and use of general community resources, direct linkages to staff support and rent subsidy.

9. Rent Subsidy/Supportive Housing With Assistance:

Provides assistance in paying rent or utilities in order to maintain individual in permanent housing for clients who need case management and other services but who can live independently only with resources necessary to maintain themselves independently.

10. Specialized living services:

Specialized services adapted to any of the housing or residential services described above to assist seriously mentally ill with special needs.

11. Secure Psychiatric Health Facilities (S-PHF):
(children only at this time; AIT/Rosemont)

The secure psychiatric health facility service is an alternative to admission to the State Hospital and requires a secure lockup capability.

The S-PHF contracts provide for payment on the basis of Available Bed Days. MIS services reporting is to consist of client occupied bed days only. MCO will compute the number of contract applicable Available Bed Days from information provided separately.

D. INPATIENT HEALTH SERVICES:

1. Inpatient Hospitalization - Non OSH:

This service provides psychiatric, medical, nursing, ancillary and other treatment services to clients in a hospital or hospital-like health care facility. It includes hospital stays for evaluation, and acute and secure inpatient settings.

2. Inpatient Hospitalization - OSH:

This service provides psychiatric, medical, nursing, ancillary and other treatment services to

clients in OSH. It includes hospital stays for evaluation, and acute and secure inpatient settings.

3. Student Training:

This service is aimed at the training and educating of students from professional schools or similar internship type programs. In-service training of staff is not to be reported either here or elsewhere in the data system.

4. Information and Referral:

This service provides or arranges for assistance to individuals to enable them to gain access to appropriate human services through the provision of accurate and current information and referral to appropriate resources. Referral may involve short-term supportive assistance and follow-up.

F. CASE MANAGEMENT:

Case management is a process of implementing the client's treatment plan by coordinating and obtaining the needed services and benefits which rehabilitate, support and maintain the client. Case management includes the activities of face-to-face or telephone contact with agencies on behalf of an enrolled client for the purpose of:

1. arranging for or following up on client appointments.
2. assisting the client to apply for or obtain needed services and/or benefits such as transportation, child care, medical, financial, employment, clothing, vocational, legal, education or other social services.

It also includes face-to-face or telephone contacts with enrolled clients and/or family members for the above described purposes.

Case management services must be documented in the written case record. Case management goals, methods and activities must be documented as part of the client's comprehensive treatment plan.

F. CARE COORDINATION:

Care coordination is a specialized form of case management which is a process of implementing the client's treatment plan by coordinating and obtaining the needed services and benefits which rehabilitate, support and maintain the client. In addition, the care coordinator authorizes services and payment for services for the MCO and supervises the client's Service Team, coordinating the client's care across the system of care. Care coordination includes the activities of face-to-face or telephone contact with agencies on behalf of an enrolled client for the purpose of:

1. arranging for or following up on client appointments.
2. assisting the client to apply for or obtain needed services and/or benefits such as transportation, child care, medical, financial, employment, clothing, vocational, legal, education or other social services.

Care coordination services must be documented in the written case record. Case coordination goals, methods and activities must be documented as part of the client's comprehensive treatment plan.

See Attachment 1.2 Letters of Commitment; Attachment 2.2 A1 CFSD Adult and Child Mental Health Subcontractor List; Attachment 2.2 A2 Partners Project Provider List for MCO Performing Providers for explanation of who will deliver the service and Attachment 2.3A Client Pathway to MCO Mental Health Services.

- B. Explain how the organization and delivery of services you will provide will be consistent with the principles in Attachment D. If you foresee that you will need to make adaptations to your delivery system, please briefly describe.**

As a provider of last resort for many clients and vulnerable populations within Multnomah County, this organization has integrated the values and principles listed in Attachment D of the RFP and has, as its mission, the goal of integrating these values and principles into every part of the MCO.

The county currently operates programs such as Partners Project, which was founded upon the CASSP principles (Attachment D of the RFP). The MCO is experienced in integrating these values and principles into all levels of program development, implementation and review (including the

development of this RFP response).

These values and principles stress client and family participation at all levels of the organization, of the development and implementation of a service array that is based upon treatment of the individual as close as possible to his/her own community. Another significant value, integrated at all levels of the organization, is the fundamental belief in the dignity of the individual, with the system of care built around that value. The county is experienced in providing services on a no reject, no eject policy which it has brought into the development of the MCO and the provision of services at every level.

The MCO believes that it is in the best interest of its members and the organization to have available the widest array of services possible. The MCO will ensure that an array of services is available to meet the needs of its members. It will do so by investigating, through surveys of members, ongoing Quality Improvement reviews and continuous discussion with its case managers and panel of providers, those services which would most assist members if they were available within the system of care.

At the current time, the MCO maintains a wide array of services for its clients, including services outside the Oregon Health Plan, supported by county and state general fund dollars. This array of services, both for youth and adults, will be available to the MCO members. Through coordination within the Community and Family Services Division (CFSD) and elsewhere in the county, the MCO can coordinate the availability of housing, vocational support, alcohol and drug, and services for the homeless for its members, to name but a few.

The MCO is constantly striving to bring more services into a seamless system of care. For children and youth, mental health services coordinated with local school districts and health clinics are also available. As CFSD coordinates Youth Service Centers and Integrated Service Centers with local District Coordinating Teams, additional resources will be available as ancillary services for MCO members. For adults, the current system assists with locating and renting commercially available housing, accessing publicly funded low income housing resources, supported independent living programs, adult foster care and residential facilities.

The MCO, in coordination with CareOregon, provides easy access which eliminates barriers of language, culture, sexual orientation, psychiatric or physical disabilities, education, poverty, social development, personal belief, and past

experience, and reaches out to those not traditionally served.

Traditional treatment settings do not address many of the potential members of the MCO. To address this, the MCO will collaborate with its performing provider network to assure outreach services through which mental health service providers contact adult enrollees are available to develop therapeutic relationships. This should include support and assistance for family members, friends, and other community agencies which have relationships with the enrollee and are willing and able to assist the enrollee to obtain MCO services.

C. Explain how input from service recipients and their family members (where involved) will be used to adjust service delivery.

The MCO will work closely with CareOregon Member Relations to review client satisfaction data and regularly survey members for their input. The areas in which client input will be measured are access to care, outcomes to care and client satisfaction. This information will constantly be reviewed and integrated into service delivery adjustments. The surveys, when reliant upon written response, will appear in language and communication sensitive formats which are easy for the client to understand. Those clients who have a case manager will be given additional opportunities, through regular Plan of Care meetings as well as informal meetings, to give structured and informal input concerning their care.

See Standard 5.3 A Response regarding client and family input.

2.4 Measurement Standard: (Organized Systems of Care for Children and Adolescents)

In addition to the services the Contractor will provide, children with mental or emotional disorders frequently require treatment and other services from more than one public agency such as child welfare, special education, and juvenile justice. To best serve these children and to avoid duplicating services and costs, the services should be delivered through organized systems of care. A system of care is community-based and contains an adequate range and intensity of service options on the part of all participants in the treatment continuum so that: (a) the child and family can be involved in the planning and provision of services; (b) the child has access to the appropriate level of care; and (c) services can be individualized to meet each child's treatment needs while allowing the child to remain at home or close to home in the least restrictive environment possible.

Some system of care services are anticipated in the capitation rate. These include: urgent and emergent services; mental health assessment and comprehensive evaluation; individual, family and group therapies; psychiatric assessment and treatment services; individual and group skills development; intensive therapeutic structure and support; case management; consultation with families, schools, and other agencies and professionals; medication management and monitoring; local acute psychiatric hospitalization; and individualized service planning. It is important to note that services for children provided in non-clinic settings such as at home, in school, and in the community have been found to be essential components of the system of care. Case management of the integration of services delivered through multiple agencies and coordination of the activities of multi-disciplinary or multi-agency teams working with the child are also essential facets of the system of care.

Other services for children and adolescents are not included in the capitation rate and Standards in this RFP. These include: Treatment Foster Care; Therapeutic Group Home; DARTS psychiatric day treatment; Youth Care Residential Centers "Res-Med" mental health services in CSD-contracted programs; and JCAHO accredited residential psychiatric treatment programs. Crisis, precommitment, and state hospitalization remain State and CMHP responsibilities.

Required Response:

- A. List the service components that will be included in your system of care. Identify the services to be provided directly by the Contractor. Identify the services to be

provided by other entities. Describe the linkages you have, or will need to have, to establish a coordinated service delivery system.

As indicated in Standard 2.3 A., above, the MCO will provide some intensive case management (care coordination) and initial triage services but all other mental health services will be contracted out.

The array of services (components of care) listed in 2.3 above indicate the majority of services available or in development within the MCO's system of care.

Community Linkages

The Multnomah County MCO has essential linkages to the service system for children, youth and adults requiring mental health services. The Multnomah County Child and Adolescent Mental Health Program (CAMHP) and Mental and Emotional Disturbance (MED) adult mental health program include staff with essential linkages to the county service system. These programs:

- * chair the Community Coordinating Committee for Multnomah County which acts on admission requests for the state's Child and Adolescent Treatment Program (CAT-P)
- * participate on the Certificate of Need Committee for the Joint Commission (JCAHO) residential placements.
- * chair monthly Participating Provider meetings with county providers, for children and adults.
- * chair monthly Advisory Council meetings for children and adult programs. These councils are comprised of social service, provider, family and consumer representatives from across the county.
- * county Medicaid Authorization Specialists (MAS) are responsible for the authorization of payment for Acute Psychiatric Inpatient Care for extended stays for Medicaid eligible children and youth in the county, through a co-management plan with Children's Services Division.
- * provide direct mental health and consultation services within county health clinics and many public schools.

In addition, Multnomah County has had four years of experience in developing and managing a system of care for children and youth in the Partners Project (150 children and youth with Serious Emotional Disturbance, per month, who are multi-system involved, eg. child welfare, special education, mental health,

juvenile justice.) The aforementioned agencies co-fund this project to allow management and coordination of care for children and families across agencies. This program is a part of the Mental Health Systems Program for Youth (MHSPY), a national program supported by the Robert Wood Johnson Foundation, developing systems of care within managed care for children and families with serious emotional disturbance.

The children and families in Partners Project receive care coordination for their needs across the systems identified above, by a Managed Care Coordinator, or case manager.

Partners has brought together representatives of the above named agencies who participate jointly in service planning for children and families. Representatives of these agencies comprise a Program/Finance Board, an Interagency Review Committee and a Local Advisory Board (which includes participating provider representatives as well as family and social service agency representatives).

Partners Project, through its flexible funding, has developed linkages to service providers of traditional and non-traditional services for its clients and families, thus establishing additional community linkages from which the MCO will draw. These include providing services within Portland Public and Centennial Public Schools and coordinating services for children and youth served in these districts. System coordination with Children's Services Division has been a significant part of this program as well.

B. Describe the protocols you anticipate will be needed to integrate your services with the services of multiple agencies providing services to children delivered outside the OHP. How will effective integration be documented?

The MCO will establish standards of care and Quality Improvement and Utilization Review policies and procedures regarding individualized service planning, medical oversight and service coordination that will be incorporated in the contractual agreements between the MCO and its mental health services participating providers. This will ensure the integration of MCO mental health services with the multiple agencies providing services to children delivered outside the OHP. Individualized service planning will be particularly important for children and adolescents who are involved with more than one agency. The MCO individualized service planning process will ensure coordination and collaboration with other agencies.

The following processes shall be detailed in such agreements:

A. Individualized Service Planning

Individualized Service Plans will be developed for all MCO clients. These individualized service plans will be based upon family strengths, issues, goals, objectives and methods identified in the clients' individualized treatment plans (Plans of Care). Individualized service plans will be developed in conjunction with representatives from other agencies with which the child or adolescent is involved to ensure the coordinated services and continuity of care. The child or adolescent and family members will be included in the service planning process as well as other individuals significant in the child or adolescent's life, as appropriate. Signatures of all parties involved in the individualized service planning process will be included on the service plan document.

Participating mental health providers will be required contractually to provide all CareOregon Medicaid enrollees who receive mental health services an individualized service plan that indicates which treatment is provided to accomplish the goals in the treatment plan. This treatment plan will be developed to include CASSP principles, such as client and family involvement, culturally competent services and cross-agency coordination. The MCO Care Coordinator will prior authorize treatment services as required and monitor the progress of the plan. Corrective action will be taken by the MCO if data from providers, family or other available information indicate that the standards of care are not being met.

B. Service Coordination

Service coordination will be required contractually of all participating providers. Compliance will be monitored as noted above. The MCO will provide comprehensive service coordination for all enrollees who meet established criteria. This will be provided by a Care Coordinator who will convene a service team, authorize treatment services from the plan of care, monitor the progress of the plan and ensure payment of services.

C. Interagency Collaboration

As indicated above, the MCO will attempt to collaborate with all organizations with which MCO clients are involved, thereby ensuring the necessary integration of services. The MCO goals pertaining to interagency collaboration will include:

- All agencies involved in the care of MCO clients should work together in a manner which is most beneficial to the MCO client;

- All agencies involved in the care of MCO client should work together in the coordination and management of Medicaid-covered services and non-Medicaid covered services to provide a coordinated treatment program based on individual MCO client need;
- All agencies involved in the care of MCO clients should work together to provide an environment which maximizes the benefits of both physical health services and mental health services provided to the MCO client;
- All agencies involved in the care of MCO clients should work together to ensure that there are no barriers which may interfere with the coordination of services provided to the MCO client;
- All agencies involved in the care of MCO clients should work together to develop and implement policies and procedures required to provide coordinated care for the MCO client;
- All agencies involved in the care of MCO clients should work together to ensure that the needs of the MCO clients are considered before the needs of the physical health care and/or mental health service delivery systems;
- All agencies involved in the care of MCO clients should work together to ensure that MCO clients do not "fall between the cracks";
- All agencies involved in the care of MCO clients should work together with other providers within the delivery systems to develop creative and innovative approaches which will provide the most benefit to the MCO client.

See Attachment 2.4 B1 Partners Project Plan of Care and Attachment 2.4 B2 Service Authorization Summary.

The MCO will document effective integration by requiring all participating providers to maintain an integrated clinical record documenting all types of care rendered, both during and after office hours. Documentation includes a Plan of Care to indicate the extent of case managed services received, even if services are not included in the capitation rate. As the OHP considers phase-in of more restrictive levels of care, policies and procedures for maintenance of a medical record keeping system for services under the Joint Commission on Accreditation of Health Care Organization will be implemented as appropriate.

C. Describe how the system of care you have, or will be

developing, is consistent with the Child and Adolescent Services System Program (CASSP) principles included in Attachment D.

The CASSP (Child and Adolescent Service System Program) principles represent the philosophical foundation of the County mental health service system for children and families. The design of both the Partners Project and the Early Periodic Screening, Diagnosis and Treatment (EPSDT) programs have brought the CASSP principles into practice in our community. The MCO will implement these principles and recognized and accepted clinical practices in the following ways:

- A. Care is individualized, child centered and family focused through the development of Plans of Care, or Individualized Service Plans, developed by family and service providers, and the child where appropriate. The Plan will be developed from a comprehensive array of traditional and non-traditional services with needs of the child and family dictating the types and mix of services provided. This will ensure that parents and surrogate families of children with emotional disturbances will be full participants in all aspects of the planning and delivery of service.
- B. Parents and care givers of Partners' clients currently sit, in equal number with agency representatives, on the Local Advisory Board (LAB). Organizational structure, policies and procedures are reviewed by this body. It is the intent of the MCO to continue the participation of such an advisory board with family/care giver representation, meeting monthly, to consider organizational structure, policy and procedures within the MCO. Every effort is made to ensure that the LAB membership reflects the cultural and ethnic representation of our community.
- C. MCO Quality Improvement and Utilization Review policy and procedure will ensure, through regular chart review, that clients are receiving services in the least restrictive, community based, clinically appropriate environment. The intent is to use more restrictive levels of care for diagnosis and stabilization, with community based care as the priority environment. Family members will be enlisted to inform and train providers on family-focused services.
- D. Partners Project currently employs a parent on personal services agreement as a family member consultant, to work directly with and for parents, in advocacy and service planning. County expanded this number to three parents

as of July 1994. As Partners Project becomes a part of the MCO through the implementation of the Children's Capitation Project on July 1, 1995, this form of program consultation will be expanded to support MCO clients, assisting in the protection of the rights of children.

- E. The former Mental Health Youth and Family Services Division restructured in October 1993, combining with the Housing and Human Services Division to form the Community and Family Services Division. The MCO's commitment to children and families, as expressed in the CASSP principles, will become increasingly the focus of County efforts, as we put the needs into a more broadly defined service system. The combination of these two Divisions provide the integrated linkages with other social service agencies in the community. This will allow for greater integration of services among agencies and programs.
- F. The EPSDT Medicaid program has extended the client population served to ages birth to twenty-one years. This has allowed children and families who were not previously eligible for service to receive transition to adult services.
- G. Extending the age of the population served in County to twenty-one years allows a bridge of service options to extend to children eighteen years of age to twenty-one years, thus providing continuity of care to adult services.
- H. Individualized treatment planning for children and families through a cooperatively developed plan of care allows for greater responsiveness to cultural, ethnic and other special needs of children and families. Coordination of services ensures continuity of care and treatment effectiveness.
- I. Aggressive recruitment will ensure the greatest cultural diversity possible among staff as well as the greatest cultural competency in services provided. Quality Improvement procedures and policy will further ensure that MCO clients receive services without regard to race, religion, national origin, sex, physical disability, sexual orientation, or other characteristics.

See Attachment 2.4 C1 Work Plan: Parent Consultant; and Attachment 5.1A Quality Improvement Committee Policy.

- D. Describe how the child and family will be involved in the planning and delivery of services.

The MCO will insure family involvement as noted in previous sections of this document that address individualized treatment and service planning and evaluation of services. In addition, the MCO will pro-actively provide training, which includes family members, to demonstrate and encourage involvement of family members in service development and implementation, the benefits of same as well as how agencies can work together.

Participating providers contractually are required to provide family involvement and interagency collaboration as specified in the Oregon Administrative Rule (OAR 309-16-130) governing Medicaid Payment for Community Mental Health Services, adopted by MHDDSD. The contractual requirement will continue. It is assumed that the State will either develop a new Oregon Administrative Rule for mental health managed care organizations receiving pre-paid Medicaid payments or provide a variance to the County to accommodate the capitated model. The County will contractually operationalize any changes as they occur.

The MCO will know if there are compliance concerns through the monitoring of utilization reviews, on-site reviews, and client satisfaction through the Client Relations section and the QI Committee. Trends will be examined and reported to the Quality Improvement Committee and the Medical Director.

2.5 Measurement Standard: (Practitioner Choice)

The MHDDSD intends that each enrollee will have the opportunity to participate in the selection/assignment of an appropriate individual practitioner and service site that provides mental health care to that enrollee.

Required Response:

- A. How will enrollees select from a range of practitioners and a service site? Describe your process for selection, including any written procedures.**

The MCO through its provider network will offer enrollees the option of selecting a mental health provider for mental health evaluation and treatment services from its panel of providers or having a referral made through the client's CareOregon primary care physician. The range of providers within the panel cover a variety of specialty areas, as well as geographical locations.

The information regarding participating providers will be available to them at enrollment, via the CareOregon Member Handbook which is available in major languages. This information is also available through the CareOregon Provider Manual to assist the primary care physician in making a referral. The information is also available through the MCO 24 hour access line.

See Attachment 2.5 A CareOregon Member Handbook

- B. Will enrollees always see this practitioner or health care team at this site whenever they have an appointment? If not, explain the circumstances.**

In the mental health service system, the client's individualized treatment plan will indicate the person(s) providing services to the client and the person will continue to see the provider during the course of treatment, unless the client selects another provider or is referred by their mental health provider.

- C. Under what circumstances may an enrollee change a practitioner? Describe the procedure.**

There are circumstances when a client is better served by a different individual practitioner or by a different provider agency than the one he or she is enrolled in. Circumstances that would indicate such a change include:

A relocation of the individual from one part of the

county to another;

A change in the individual treatment needs of the client requiring a specialized service unavailable with the current provider;

A change in the individual treatment needs of the client requiring a different level of intensity and unavailable at current provider; or

A change requested by the client and/or clinically indicated

The determination of the appropriateness of the transfer will be made in collaboration with the client and the therapist, and if higher end intensive services are required, with an MCO Care Coordinator who will authorize the services.

Procedure for Provider Changes:

Members may change providers by:

- * Calling CareOregon Member Relations at 494-1834. Member Relations will coordinate with the MCO to facilitate the referral. Members may enlist cooperation of advocates and/or the treating agency as appropriate.

Following approval by the MCO, the referring agency sends a completed "inter-agency transfer" form to the MCO and to the accepting agency with the following information:

Intake information;
Initial medical and psychiatric assessment;
Treatment and discharge summaries
(including psychological testing, and medication information); and
Information on legal status when appropriate.

The referring agency continues to serve the client until the transfer is complete and services are in place.

2.6 Measurement Standard: (Facilities)

The Contractor must demonstrate that adequate, safe facilities, equipment, operating systems and other resources are available for the delivery of comprehensive mental health services.

Required Response:

- A. Describe the facilities, equipment, and other resources

that are available, or will be, to accommodate the delivery of comprehensive mental health services

A range of residential resources exist in Multnomah County. Many are designed to meet the specific needs of chronically mentally ill persons. In this latter group, residential options are distinguished as fully structured or as semi-independent/supported housing programs.

Fully Structured Residential Programs:

These programs come with services that include lodging, meals, 24 hour supervision, medication management, and assistance with daily living skills such as grooming, laundry, and transportation. Fully structured residential programs are identified in the community as Adult Foster Care Homes or as Residential Care Facilities.

Adult Foster Care Home:

A family care model that offers services to five or fewer chronically mentally ill persons. **Total Adult Foster Care Home Beds in the County = 95**

Residential Care Facility:

A group home model that offers services to six or more chronically mentally ill persons. **Total Residential Care Facility Beds in the County = 207**

Semi-Independent/Supported Housing Programs:

These programs focus on chronically mentally ill people choosing their own housing with individualized services offered on site. Services may include shopping, housekeeping, and community integration. **Total Semi-Independent/Supported Housing Beds in the County = 270**

In addition, a number of residential programs have been designed to serve the specific needs of persons who are both chronically mentally ill and homeless. Support services and/or varying degrees of supervision may or may not be offered on site. **Total Beds Identified for Chronically Mentally Ill and Homeless Persons in the County = 79.**

When combined, residential beds identified within Multnomah County for persons with chronic mental illness total 651. Projects currently in varying stages of development within the County, will enhance that number by 169 beds.

As do other members of the County's general population, chronically mentally ill persons also meet their residential needs in totally independent settings with family, or through other social networks.

B. Indicate the licensing and certifications necessary to operate the facility in a safe manner. Are all necessary licenses and certifications valid and current?

By Oregon Revised Statute, all structured beds serving any disabled population group must be licensed under Oregon Administrative Rules and/or Multnomah County Administrative Rules for Licensure of Adult Foster Care Homes. These rules prescribe the policies and procedures for the administration and enforcement of identified standards for the physical plant, for community care givers, for training, and for the practices and care of residents. All standards are designed to protect the health, safety, and welfare of residents. All such beds within the County that serve the needs of chronically mentally ill persons have complied with this mandate.

At the time of license renewal, or more frequently if necessary, an on site inspection is made by the County's Adult Mental Health Program staff and a person from the Office of Mental Health Services and/or the County's Adult Care Home Program. These formal on sites are to help ensure that expected standards have been and are continuing to be met.

Numbers of informal visits are also made throughout the year by mental health staff. These visits can be, and are, either announced or unannounced. Upon receipt of any report alleging abuse, however, the County's Adult Mental Health Program immediately initiates action aimed at safeguarding the allegedly abused and chronically mental ill adult's person, property, and funds. Through an investigation process, the allegation is either substantiated or denied. If called for, a notice of administrative sanction is issued against the perpetrator. Such a sanction may impose a civil and/or financial penalty.

2.7 Measurement Standard: (Screening)

Early identification of mental disorders and early intervention and prevention strategies are critical to the success of the OHP. Contractors will be expected to ensure that their physical health care providers include screening techniques in their approach to OHP enrollees. As in Standard 5.7, (Training) Contractors will be expected to facilitate the early identification, intervention and prevention for the diagnoses on the prioritized list. The MHDDSD recognizes the Contractors will have numerous strategic approaches to meeting this Standard within their systems.

Required Response:

A. Briefly describe how you will meet this Standard.

The MCO recognizes the importance of early intervention and provides for its integration into every level of care through the following means:

- * Primary Care Physicians are trained in and receive screening forms for identifying potential mental health and substance abuse issues arising in their care of a CareOregon member. As of January 1, 1995, all CareOregon Primary Care Physicians will be trained concerning: a) the list of diagnoses covered by the demonstration, b) the screening tool used to identify and refer for a mental health covered issues, c) most common presenting problems and their indicators, d) the cost to primary care of untreated mental health disorders among its members. e) resources available within the Plan to assist the physician in referral for a mental health concern.

- * Mental Health professionals are co-located in primary care clinics to ensure rapid access, assessment and care for mental health concerns of CareOregon members.

- * The MCO's Management Information System will monitor the follow through on referrals for mental health services and, if needed, further contact, by phone or in person, by the MCO will be provided to assist the member in identifying appropriate resources and making appointments, as appropriate.

- * Culturally sensitive and language appropriate services will be provided through primary care clinics to ensure that all members understand how to access mental health care and can have the most culturally sensitive and clinically appropriate services available to them, either through the health clinic or the MCO's provider agency.

Multnomah County has long standing linkages with other social service agencies who tend to service to many of the same high risk and/or vulnerable populations. The advantage of these linkages is that outreach can be provided to assist in early intervention efforts for members who may not present for mental health services but who may be recognized by another providers of service as potentially appropriate for services. Their relationships with CareOregon members will provide not only additional opportunities for access to mental health services but will support the efforts of early intervention to many of the neediest and most costly users of services. Over time, it is anticipated that some of the savings from early intervention can be used to fund additional outreach efforts to targeted client groups, identified through Quality Assurance and Continuous Quality Assurance committee efforts.

Following are strategies to utilize the linkages identified above:

*MCO outreach, training and information to county alcohol and drug clinics, homeless shelters and community outreach centers (Integrated Services Centers) with information on identifying mental health issues and finding appropriate services.

*Coordination with Community Corrections's mental health and alcohol and drug programs in the jail will be provided, to accommodate the transition of any incarcerated member to appropriate outpatient services, immediately upon release.

*Information and training on available services will be provided to county school districts and child welfare agencies and juvenile justice centers to ensure that their staff contacts with CareOregon members include screening for mental health concerns and information sharing for early intervention.

2.8 Measurement Standard: (Dual or Multiple Diagnosis)

The Contractor will ensure that adults with mental illnesses and children with emotional disturbances will be appropriately screened, evaluated, referred, and treated for concurrent dual or multiple diagnoses such as chemical dependency, mental retardation or developmental disability, or complications of aging. Conversely, Contractors will ensure that enrollees presenting for non-mental illness related issues will be appropriately screened, evaluated, referred and treated for dual or multiple diagnoses including mental illness.

Required Response:

- A. Describe your methods of identifying, referring, and coordinating treatment for children or adults with dual or multiple diagnoses.**

Multnomah County currently provides programs for adults and children who have chemical dependency, mental retardation or developmental disability or complications of aging diagnoses. MCO personnel are well versed in accessing services for these populations and are knowledgeable of service gateways and referral procedures. The MCO will ensure that all newly hired staff receive the county in-service resources and orientation to services provided by the county and how to access those services for MCO members.

The MCO will ensure that referral information for the above named conditions is made available to primary care physicians so that referrals from that access point can be equally

efficient and speedy.

Identification and Referral: MCO staff, primary care physicians and contracted providers will be provided referral information from existing county programs staff serving consumers with chemical dependency, mental retardation or developmental disability or complications of aging. This information will include how to identify members with these conditions, how and to whom to refer the client, as well as the costs to the system of care of allowing these conditions to go untreated.

Information on referral rates and treatment coordination for CareOregon members will be provided for providers of service.

Coordination of Care: MCO staff will maintain contact with appropriate county program staff for dual-diagnosed clients to ensure coordination of care. Utilization of eligibility criteria for these conditions and advocacy for services provided by county programs will be advocated for by the MCO for its clients. As clients with multiple diagnoses and complex needs are targeted for special care coordination within the MCO, this coordination of service and advocacy will be more easily achieved.

The county has had experience through Partners Project with interaction between a care manager and county program staff to ensure that multiply diagnosed children and their family members received the care indicated by their diagnoses, or that suspected conditions were at least ruled out. Plans of care are then developed by having all service providers (whether services are covered or not) who meet together and ensure coordinated and comprehensive care.

2.9 Measurement Standard: (Multi-Axial Evaluation)

Contractors will be required to use the DSM-IV multi-axial classification system when assessing individuals for mental health services.

There are five axes included in the DSM-IV multiaxial classification:

- | | |
|----------|--|
| Axis I | Clinical Disorder
Other Conditions That May Be a Focus of
Clinical Attention |
| Axis II | Personality Disorders
Mental Retardation |
| Axis III | General Medical Conditions |

Axis IV Psychosocial and Environmental Problems

Axis V Global Assessment of Functioning

Documentation of the evaluation in the enrollee mental health record will be expected to show evidence of all axes. Only axes I, II, III, and V will need to be reported in the encounter data submitted to OMAP. Information from axis IV, although not reported in the encounter data, may be needed for more detailed information required for persistent and severely mentally ill individuals.

Axes I and II require a diagnostic code (which is usually consistent with the ICD-9-CM codes) and a DSM-IV name. Axis III requires an ICD-9-CM code and ICD-9-CM name.

For children and adolescents, an alternative assessment scale such as the Children's Global Assessment Scale (CGAS), Axis V under the DSM-III-R diagnostic system, may be used. For certain adult populations the Global Assessment of Relational Functioning (GARF) Scale or the Social and Occupational Functioning Assessment Scale (SOFAS) may be preferable. The MHDDSD will work with the Contractors to determine which assessment scale will be required for the various population groups.

Required Response:

A. Ensure compliance with this Standard by your signature.

2.10 Measurement Standard: (Disenrollment)

The Contractor may not deny service or disenroll simply because of behavior resulting from symptoms of the person's mental illness. Denial of service, temporary or permanent, will be reviewed as per Standard #7, Complaint and Grievance Procedures. MHDDSD will review all proposed Contractor requested disenrollment of this nature prior to taking action, including disenrollment "for cause."

The Contractor is expected to manage behavior as a result of symptomology through community standards of practice, including formulating with enrollees and their family or advocate, a treatment contract where appropriate.

Required Response:

A. Ensure compliance with this Standard by your signature.

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STANDARD #3: EMERGENCY SERVICES

THE CONTRACTOR HAS WRITTEN POLICIES AND PROCEDURES FOR THE PROVISION OF URGENT, EMERGENT, AND INVOLUNTARY SERVICES ON 24-HOURS A DAY, SEVEN DAYS-A-WEEK.

3.1 Measurement Standard: (24-hour response)

The Contractor will be responsible for urgent and emergent mental health response 24 hours a day, seven days a week. Such response capacity must, at a minimum, include availability of a qualified provider staff by telephone. The qualified staff or other trained personnel must be able to assess the nature of the immediate situation and provide triage and, if necessary, treatment for the enrollee.

Required Response:

- A. It is expected that Contractor staff will effectively link with the public sector crisis services, such as precommitment, when necessary. Describe your plan for mental health response 24 hours a day, seven days-a-week. Include a description of telephone response system, types of staff to be available, nature of "on call" availability, and outreach capacity. Differentiate between response capacity during regular office hours and when the office is closed (evenings and weekends and holidays.)

As the local mental health authority, the County currently operates a county-wide 24 hour crisis system through specialized crisis services provided by its provider network. The County operated system includes the precommitment system. Linkages to precommitment services are in place and will be utilized as appropriate to client needs.

The MCO will increase its existing public crisis services capacity to accommodate responsibility for emergent and urgent mental health 24 hour response to CareOregon members. The MCO 24 hour access telephone number will be staffed by its contracted crisis providers. This service is provided by Qualified Mental Health Professionals (QMHP). CareOregon enrollees will be screened, referred and treated as required within the MCO provider network for services covered under the Oregon Health Plan.

Currently, crisis response is available during working hours through Multnomah County's four quadrant agencies and Metro Crisis Services. Crisis services include phone and face to face contact. The Ryles Center, a subacute 24 hour residential locked care facility funded by Multnomah County,

is available to Multnomah, Clackamas and Washington County residents who need voluntary and involuntary subacute mental health residential care.

During evening, weekend and holiday hours, Metro Crisis Services provides the 24 hour phone crisis services. Multnomah County currently contracts with each quadrant crisis team to have a designated on-call QMHP available for phone and/or face to face crisis intervention. Multnomah County supervisory staff provides administrative backup when the service system cannot resolve a client's crisis. Also, Multnomah County is a partner in a regional initiative for acute hospital capacity with Clackamas and Washington Counties.

An MCO QMHP will assess the client's needs to determine appropriate care. If necessary, a referral with MCO authorization will be made for emergency services. The QMHP will contact the emergency room with referral information as well as secure an MCO authorization and write a clinical note. The provider and the MCO will have access to making next-day appointments in some situations. Therefore, appointments can be given to clients with urgent but not emergent needs. Again, documentation is filed in the clinical record.

The 24 hour Crisis System in Multnomah County is the topic of discussion and creative energy at the present time. The flexibility provided by this proposal would support and accelerate those discussions which are designed to bring a more responsive crisis system with the goal of decreasing fragmentation and increasing coordination between the client, community and, when necessary, law enforcement personnel.

CareOregon enrollees in need of urgent and emergent services will have an expanded array available to them. The expansion is through the MCO's ability to contract necessary services that are individualized to meet the needs of clients. This flexibility is not currently present in the publicly funded system. CareOregon enrollees, when accessing the MCO for crises, have the advantage of receiving services financially managed for the whole continuum of care, based on contracted performance standards. The services provided will be expanded from the current array and the client will be managed across the system of care in a more coordinated fashion.

Plan for Mental Health Response 24 Hours a Day

The County shall have written procedures for educating CareOregon enrollees on how to access emergent and urgent care. These materials will be available to clients in multiple languages and communication methods. Emergent care is any situation involving a serious threat of death or

serious physical harm to a client or others requiring immediate treatment. Urgent care is a high risk situation which, if left unchecked, has the potential to become an emergency. In cases that are not emergencies, clients are instructed to contact an approved mental health provider or the MCO.

The MCO 24 Hour Access Line is available to MCO clients for triage. In addition, the MCO will contract with each provider for crisis coverage to clients already receiving mental health services from their agency. This will provide well distributed access, with back up by hospital emergency rooms. MCO clients, participating providers and local hospitals will be educated that when CareOregon enrollees seek mental health triage services, the enrollee's mental health participating provider (if applicable) and the MCO through the MCO 24 hour access telephone line must be notified at the time the recommendation for the MCO client's disposition is determined.

Triage Services

The MCO will implement policies and procedures to facilitate CareOregon enrollees timely access to a complete continuum of triage services. Timely access to triage services will be defined as follows:

- Triage Services: Telephone or face-to-face contact with a client. These services will be available through the MCO 24 hour access telephone number staffed by the MCO crisis services Mental Health Consultants who are Qualified Mental Health Professionals and the MCO Crisis delivery system.

The MCO will have written policies and procedures for educating CareOregon enrollees regarding how to access emergent and urgent services. CareOregon enrollees will be informed at enrollment and on an on-going basis, that when seeking emergent or urgent mental health services, the client can call:

- The MCO 24 hour access telephone number, staffed by its contracted crisis providers. This service is provided by Qualified Mental Health Professionals; or
- In cases which may actually be an emergency, the nearest hospital emergency room.
- An MCO participating provider, if client is already enrolled with provider

MCO clients, participating providers and local hospitals will

be educated that when CareOregon enrollees seek triage services, the enrollee's mental health participating provider (if applicable) and the MCO through the MCO 24 hour access telephone line should be notified at the time the recommendation for the enrollee's disposition is determined. The client will receive appropriate care and treatment based on the assessment. In case of voluntary inpatient admission, preauthorization by the MCO is required. In cases when it is necessary for a client to be placed on an involuntary hold, the MCO will follow all appropriate laws and regulations.

Emergency Services

The MCO will implement policies and procedures to facilitate the CareOregon's enrollee's timely access to emergency services. Timely access to emergency services will be defined as follows:

- Emergency Services: Face-to-face or phone contact, as appropriate, with a client within twenty minutes of initial contact by client;

The MCO will have written policies and procedures for educating CareOregon enrollees regarding how to access emergency services. CareOregon enrollees will be informed at enrollment and on an on-going basis, that when seeking emergency services, the enrollee should contact the MCO, or a participating provider or go to the nearest hospital emergency room.

Currently, Multnomah County has existing contracts with CareMark Behavioral Health Services and Oregon Health Sciences University Hospital for involuntary hold inpatient beds, along with sharing State contracted inpatient beds with Clackamas and Washington County for civilly committed individuals. OHSU partners with CareOregon to provide inpatient medical care to CareOregon enrollees. Therefore, it is anticipated that the MCO will collaborate with OHSU regarding CareOregon enrollees' total health needs.

CareOregon enrollees, participating providers and local hospitals will be educated that when CareOregon enrollees seek emergency services, the enrollee's mental health participating provider (if applicable) and the MCO through the MCO 24 hour access telephone line should be notified at the time the recommendation for the enrollee's disposition is determined.

Urgent Care Services

The MCO will implement policies and procedures to facilitate CareOregon enrollees' timely access to urgent care services.

Timely access to urgent care services will be defined as follows:

- Urgent Services: Face-to-face or phone contact, as appropriate, with a client within 2 hours of initial contact by the client; and

The MCO will have written policies and procedures for educating CareOregon enrollees regarding how to access urgent care services. CareOregon enrollees will be informed at enrollment and on an on-going basis, that when seeking urgent care services, the enrollee can call:

- The MCO 24 hour access telephone number, staffed by its contracted crisis providers. This service is provided by Qualified Mental Health Professionals; or
- In cases which may actually be an emergency, the nearest hospital emergency room.
- An MCO participating provider, if client is already enrolled with provider

CareOregon enrollees, participating providers and local hospitals will be educated that when CareOregon members seek urgent care services, the member's mental health participating provider (if applicable) and the MCO through the MCO 24 hour access telephone line should be notified at the time the recommendation for the MCO client's disposition is determined.

"Out-of-Area" Triage, Emergency and Urgent Care Services

At enrollment, CareOregon members will be informed that services for emergency conditions are covered when CareOregon members are "out-of- area". Members will be asked to contact the MCO's 24 hour access telephone number, within 72 hours of the provision of out-of-area emergency services in order to obtain authorization for payment for these services. Claims unauthorized for payment related to out-of-area services will be reviewed and will be paid if emergent conditions were present.

Quality Improvement Activities Related to Triage, Emergency and Urgent Care Services

As part of the MCO Quality Improvement activities, MCO will:

- Communicate established MCO mental health care

protocols and triage, emergency and urgent care referral policies and procedures to participating providers and local acute hospitals;

- Review on an on-going basis, CareOregon members' utilization of triage, emergency and urgent care services;
- Review on an on-going basis, CareOregon members' referral patterns following the provision of triage, emergency and urgent care services;
- Initiate CareOregon member education regarding triage, emergency and urgent care services through phone calls, letters and written materials;
- Follow up contact to explain access system to all members who have unauthorized urgent or emergent care events and problem solve with families to prevent recurrence of the same difficulty;
- Monitor patterns of inappropriate use of triage, emergency and urgent care services and related medical care by CareOregon members;
- Provide information and training regarding triage, emergency and urgent care services, as needed, to MCO participating providers.

Follow Up After the Provision of Emergency and/or Urgent Care Services

In all cases, the MCO must receive a copy of the aftercare plan or discharge summary for clients receiving emergent or urgent care. The MCO must provide authorization of subsequent services prior to the initiation of those services.

Methods for Tracking Inappropriate Use of Emergency Care

The County methods for tracking all use of emergency care and effectively determining and redirecting inappropriate use is noted above in the Quality Improvement activities.

See Attachment 3.1 A1 Educating Clients on Access to Emergency and/or Urgent Care; Attachment 3.1 A2 Notification of Emergency Room After Normal Hours of Operations; Attachment 4.2 A2 MCO Referral Procedures; Attachment 3.1 A3 After Hours Call-In Standard and Attachment 3.1 A4 Inpatient Psychiatric Hospitalization Procedures for Children/Adolescents with Medicaid

3.2 Measurement Standard: (Acute Inpatient Emergency Hospitalization)

Contractor will be able to provide emergency hospitalization for psychiatric and related health conditions that warrant immediate psychiatric assessment and intervention.

Required Response:

- A. Identify hospital(s) which will be available to treat enrollees on an emergency basis. Once selected for participation in the Phase-In, Contractors will be required to submit letters from identified hospitals indicating their willingness to serve in this role.

The MCO intends to utilize the acute inpatient hospitals with current contractual arrangements with MHDDSD for securing acute care services for enrollees. Currently, Multnomah County utilizes Oregon Health Sciences University and CareMark Behavioral Health Services for adults and Emanuel Hospital, Providence Medical Center, and St. Vincent Hospital and Medical Center for children and adolescents. All of these resources are located, or accessible within thirty minutes of all residents in Multnomah County. The MCO intends to submit letters from identified hospitals indicating their willingness to treat enrollees on an emergency basis once the MCO is selected for participation in the phase-in.

3.3 Measurement Standard: (Coordination with Other Emergency Services)

Contractor will demonstrate its ability to coordinate with other emergency services available in the community, such as police, juvenile, court, and public mental health, to promote appropriate response to persons experiencing mental health crises.

Required Response:

- A. Ensure compliance to this Standard by your signature.

3.4 Measurement Standard: (Involuntary Psychiatric Services)

In fulfilling Contractor obligations to provide a full array of mental health services, including in those situations involving a psychiatric crisis, Contractors will need to make use of the legal mechanisms in ORS Chapter 426 to ensure treatment to those persons who may not voluntarily accept that treatment. As referenced in previous sections, the Contractor will need to establish working relationships with the publicly

funded mental health system, including the community based precommitment investigation system and the commitment process. The MHDDSD is prepared to offer technical assistance and support to Phase II Contractors and the publicly funded systems to ensure the smooth interface necessary for the treatment of OHP enrollees. Listed below are some specific expectations of Contractors with regard to this coordination of services and benefits, particularly when involuntary treatment is necessary:

- A. The Contractors will be expected to develop mechanisms for working with community-based precommitment investigation systems and the commitment process when necessary in the treatment of their enrollees.
- B. For an enrollee whose need for psychiatric services is first identified in the non-Contractor community crisis system, Contractors are responsible to provide urgent and emergent crisis services on a 24-hour a day, 7 days a week basis, as per Standard #3.1.
- C. The Contractor shall make a reasonable effort to provide emergency mental health treatment on a voluntary basis in lieu of involuntary treatment. The Contractor shall make use of an Emergency Psychiatric Hold only when a less restrictive voluntary service will not meet the clinical needs of an enrollee and the enrollee's behavior fulfills legal standards for the placement of an Emergency Psychiatric Hold. The Contractor shall have clinical guidelines in place which describe the appropriate use of Emergency Psychiatric Holds and alternatives to involuntary treatment. The Contractor shall only use state approved psychiatric inpatient and non-inpatient facilities that are approved by the MHDDSD to provide Emergency Psychiatric Holds. See Attachment C for a list of emergency psychiatric hold facilities.
- D. In the event of involuntary treatment, the Contractor will administer medication to involuntarily committed enrollees, regardless of setting, only as provided by statute and administrative rule. At the same time, the Contractor is discouraged from transferring committed enrollees to a state psychiatric inpatient facility for the sole purpose of obtaining authorization to involuntary administer medication.
- E. At the point in the treatment process when it is medically determined that the committed enrollee no longer benefits from treatment in an acute care setting, but requires hospital level of treatment, it will be necessary for the Contractor to coordinate the transfer for admission to longer term psychiatric care at the state psychiatric hospital.

Required Response:

- A. Ensure compliance to this Standard by your signature.**

STANDARD #4: ACCESSIBILITY AND CONTINUITY OF CARE

THE CONTRACTOR SHALL HAVE ESTABLISHED STANDARDS FOR ACCESS TO SERVICES AND CONTINUITY OF CARE WHICH ARE TO BE COMPARED TO THE CONTRACTOR'S ACTUAL PERFORMANCE. ACCESS AND AVAILABILITY INCLUDE STANDARDS FOR THE AVAILABILITY OF APPOINTMENT, LIMITS ON WAITING TIME TO SCHEDULE AN APPOINTMENT.

THE CONTRACTOR SHALL MAKE SERVICES, INCLUDING REFERRALS TO OTHER PROVIDERS, ACCESSIBLE TO ENROLLEES ON AT LEAST THE BASIS OF THE MEASURES BELOW.

4.1 Measurement Standard: (Flexible Service)

The service delivery system for OHP mental health services will be characterized by a flexible service approach that ensures enrollees in all diagnostic groups have both appropriate access to services and continuity of care. The Contractor is strongly encouraged to flexibly use the capitated payment to meet the needs of each enrollee. Such flexible approaches should include flexible hours of operation, availability of outreach and home-based services, use of peer and culturally diverse representatives to engage difficult-to-reach enrollees.

Required Response:

- A. Describe the details of how you will ensure a flexible service approach. Include a description of your philosophy regarding alternative interventions which contribute to positive outcomes for enrollees.

The philosophy of the MCO is that services should be purchased by the MCO, for its clients, which are individually tailored and meet the unique individual needs of the client and family. It is important to treat families as a unit and not have to segment service delivery for only an "identified" client when a family system is in need of support. To the greatest extent possible, the MCO will authorize and purchase services which address the mental health needs of the member to allow for that client to remain in the community, receiving support in the least restrictive, clinically appropriate and culturally sensitive environment.

The capitation payment arrangement inherent in this Medicaid Demonstration will allow the MCO and its provider network to develop the most responsive and flexible service array possible. The traditional billing system allowed within Medicaid and its identified billing codes have locked us into a pre-conceived service system into which a client must fit. Our philosophy is that the service system should be designed to meet the needs of the client, and can be, not the other way around. We have demonstrated that this can and does work and that the service system is limited only by the creativity of its manager. The attraction of the capitation arrangement is that it encourages the MCO and its highly competent and

creative provider network to individualize care on a scale we have only been able to imagine, up to this point.

The MCO has had experience in developing flexible services within systems of care for children and youth as well as adult clients. The experience of the children's mental health program is through Partners Project, which is described above, and has operated since 1990 as a pre-paid health plan, in a capitated payment arrangement from which is created a flexible funding pool. General fund match from education, child welfare and state and local mental health, leveraged against Medicaid for the sixty-six percent Medicaid eligible clients comprises the pool. This flexible funding pool allows for the purchase of many traditional and non-traditional services. This model will continue to be used by the MCO and encouraged among the provider network, including an expansion of the contributions from education and CSD. When we are able to manage and coordinate the care of clients across the service system, we can be best serve the needs of the client and best manage the public dollar to that end.

To encourage a flexible service system, the MCO will utilize consumer input and satisfaction surveys, listen to the recommendations of its advisory councils and incentivize its provider network to develop the flexible services identified. For example, clients have been telling us for years that they need more evening appointment times. In a customer driven system, which we envision, resources will be managed to meet the need of the client, as a first priority.

A flexible service approach will be ensured through utilization of Care Coordinators, within the MCO, who will manage the service array for the users of more intense, high end services. The Care Coordinator will arrange for services to be identified by a service team, comprised of the family and representatives of the social service agencies with whom the client is involved. Then services will be authorized according to the needs identified, which meet the medical necessity of the client. We currently use these flexible funds for purchase of respite services, recreational and social activities for children and families, Educational Assistants to support a child in his/her local school, and home based skill building and family as well as individual therapy.

The MCO anticipates, with the capitation, the ability to generate a fund from which flexible services can be developed, so as to encourage the continuing development and upgrade of a flexible system of care.

Likewise, the philosophy of the Adult Mental Health Program Office is to be as consumer friendly as possible. The Multnomah County program office has been directly involved in helping to establish the first consumer operated Case Management service in the State of Oregon. We currently contract with The Mind Empowered Incorporated to provide

consumer run case management and consumer run peer support programs within Multnomah County.

A flexible service approach will be ensured by the inclusion in our provider network of organizations and individuals from a wide spectrum of the mental health provider community. We will establish advisory groups that will oversee the provision of care and that will be made up of Mental Health Professionals, Advocates, Family members of the Mentally Ill, and Consumers. We currently have such groups in place (Multnomah County Mental Health Advisory Counsel and the Metropolitan Regional Acute Care Advisory Counsel).

The MCO will establish evaluation tools that will include consumer Satisfaction Surveys and systems to measure flexibility. A strength of this proposal is that it is coming from the Mental Health Authority of Multnomah County. The programs designated by the Authority to insure quality services within the county (Multnomah County Adult and Child and Adolescent Mental Health Programs) have endorsed a consumer centered and flexible approach to the provision of mental health services for many years and have had a good deal of success in accomplishing these goals.

See Attachment 4.1 A. Partners Project Governance Model; 4.1 B. New Mechanisms for Single Stream Funding.

B. Describe any alternative or non-traditional mental health interventions used by your organization.

Some of the non-traditional services developed by the Child and Adolescent Mental Health Program's Partners Project are described above. For a list of additional non-traditional services, please see Partners Project Service Array, 1992-93, Attachment 4.1 B1.

Adult Mental Health Alternative or non-traditional mental health interventions.

1. We contract for full service case management services and peer support services from an agency that is dedicated to being mental health consumer run and operated.
2. We have developed out-reach case management services (Vermont Supported Housing Model) with many of our sub-contractors throughout Multnomah County.
3. We have developed and funded a community based sub-acute residential care facility (Ryles Center).
4. We have sub contractors that provide mental health services on Saturdays.
5. Under the OHP we will insure aggressive Out-Reach Crisis Services available on a 24 hour per day 7 day per week

basis. We currently provide 24 hour crisis services but they are not as focused on out-reach as we will have under this proposal.

6. We helped establish and are active participants in the Psychiatric Emergency Operations Team (PEOT) which is a multi-disciplinary group that works together to establish emergency response procedures and to de-brief mental health emergency response in Multnomah County. This group includes Mental Health Professionals, Police Officers, Sheriffs, County and State personnel.
7. With the implementation of this proposal we have the ability and will establish the provision of mental health services within the enrollees primary physical care clinic. The partnership of Multnomah County Mental Health and Care Oregon will provide us the opportunity to bring some mental health services into the physical health clinic allowing enrollees seamless access.
8. Multnomah County employs a Consumer Liaison who works directly with Mental Health consumers who are having problems either with their Mental Health services are accessing mental health services.
9. We helped establish and are active participants in a Multi-Disciplinary Team working with the physical and mental health needs of the elderly. This is a work team made up of mental and physical health professionals and various funding agencies that work together to meet the needs of the elderly.
10. We participate in a monthly Inter-Agency Staffing Meeting where professionals from Developmentally Disabled Services, Mental Health Services, Alcohol and Drug Services, Aging Services and DSO services come together and staff clients that have multiple needs and no clear plan of treatment.
11. Multnomah County has been a major factor in the Down-Sizing of the State Hospital. This has been accomplished in part by the establishment of a discharge planning team with primary responsibilities for assisting hospital staff in timely discharges to community programming and the development of numerous PASSAGES proposals.
12. Multnomah County contracts for a Homeless Mentally Ill shelter(The Bridgeview Community) that combines Federal, State and County funds.
13. Multnomah County applied for and receives Federal Mentally

Ill Homeless funds (PATH FUNDS) that we use to assist homeless mentally ill individuals establish housing for themselves.

14. Multnomah County along with Washington and Clackamas counties have established the Metropolitan Regional Acute Care System. This has allowed us to share Acute Care Resources to maximize efficient use of acute resources to better meet the needs of the acutely mentally ill.
15. Multnomah County sub-contractors have developed "Transitional Services" for clients who need medication management and case management services but who may not need long-term services or who require long-term care but need help immediately and there is not space available in the long-term programs. This "Transitional Services" allows a person to be seen quickly and helps to eliminate waiting lists.

4.2 Measurement Standard (Self-referral)

The Contractor shall make access to assessment and evaluation for mental health services available to enrollees who choose to self-refer rather than being referred from primary health care or specialty care providers. Self-referred enrollees shall be provided mental health services as deemed necessary by the Contractor.

Required Response:

- A. Describe your procedures for prompt screening, scheduling, and assessment/evaluation service for persons who make direct requests to your mental health program for mental health services.

The MCO will make access to assessment and evaluation for mental health services available to enrollees who choose to self-refer rather than being referred from primary health care or specialty care providers. Self-referred enrollees shall be provided mental health services as deemed necessary by MCO. The MCO provider network will be required contractually to provide prompt screening, scheduling and assessment/evaluation to persons who self refer.

For non-crisis situations, clients are encouraged to call the CareOregon Member Relations Office. The Office will direct any calls regarding clinical questions or problems to the MCO office to speak with a Mental Health Consultant for information and appropriate triage.

If clients walk in to an MCO mental health provider agency as a self-referral, a determination of the client's clinical condition is ascertained by a mental health care professional. If an emergent condition exists, the client is seen

immediately and/or transported to the nearest hospital. If a non-emergent condition is identified, the client is scheduled an appointment as medically appropriate. If the clinical condition warrants urgent care, the client is seen within two hours.

MCO clients are scheduled for appointments by MCO providers according to their clinical needs. Those who feel they need to be seen immediately are triaged by either the MCO Mental Health Consultant or by the participating provider, who is able to schedule same day appointments, as necessary.

MCO's standard for scheduling of routine appointments is within 15 working days.

Clients who walk in for care at a participating provider's office are assessed and seen if needed. Triage and any subsequent treatment is recorded in the client's clinical record, and relayed, if applicable, to the client's current mental health treatment provider for review. Non emergent needs are referred back to the client's current provider.

See Attachment 4.2 A1 MCO Access to Services; and Attachment 4.2 A2, MCO Referral Procedures.

- B. State your assurances that there will be no unnecessary and/or preventable barriers for access to appropriate mental health services. If/when barriers arise, describe your process for taking corrective action.**

The MCO assures that there will be no unnecessary and/or preventable barriers for access to appropriate mental health services. When barriers arise, the MCO will take corrective action.

The MCO will maintain a 24 hour crisis access to mental health services. The 24 hour phone access to mental health advice, triage and referral, when necessary, will include psychiatric backup for the after hours phone access. In addition, providers will contractually be required to maintain 24 hour telephone coverage to any client who is currently receiving treatment services with the provider.

To assure that the MCO members are experiencing timely access to services within the defined timeframes, without undue barriers, the MCO Quality Improvement system will include timely access to services monitoring as part of its on-going process. In addition, the MCO Quality Improvement Coordinator will review member complaints and grievance for access issues. QI staff will also develop and distribute access surveys and member satisfaction surveys.

The MCO QI Coordinator will report results of the on-going monitoring activities, grievance and surveys to the MCO Quality Improvement Committee. If the QI Committee determines that access problems exist, action plans will be developed to correct the problem(s). Action plans may include contracting with additional providers in certain service areas. If the need for services cannot be met through the MCO's provider network, then the Medical Director approves an "out of plan" service.

4.3 Measurement Standard: (Scheduling and Response)

The Contractor shall ensure that: (1) scheduling of appointments will be timely; (2) post-hospital (inpatient acute or state hospital) appointments will be scheduled prior to discharge and occur no later than two weeks post-discharge, (3) missed appointments will be followed up, including rescheduling as clinically indicated; and (4) a response to each telephone call requiring the assistance of a mental health provider, will be made within a reasonable time.

Required Response:

- A. Ensure compliance to the Standard by your signature.**

4.4 Measurement Standard: (Transferring)

The Contractor shall ensure that, when enrollees transfer from one Contractor practitioner to another within their delivery

system, the treatment will not be compromised during this transfer.

Required Response:

- A. Describe how you will ensure continuing service when enrollees transfer between Contractor practitioners.**

As detailed in Standard 2.5, the MCO has established procedures for enrollee requests to transfer from current practitioners. Enrollees may require a transfer for a variety of reasons, as there are circumstances when a client is better served by a different individual practitioner or by a different provider agency than the one he or she is enrolled in. Circumstances that would indicate such a change include:

A relocation of the individual from one part of the county to another;

A change in the individual treatment needs of the client requiring a specialized service unavailable with the current provider;

A change in the individual treatment needs of the client requiring a different level of intensity and unavailable with the current provider; or

A change requested by the client and/or clinically indicated

The determination of the appropriateness of the transfer will be made in collaboration with the client and the therapist, and if higher end intensive services are required, with an MCO Care Coordinator who will authorize the services.

The MCO will facilitate the identification of concerns or redirect the client as appropriate, in collaboration with the current provider agency or practitioner. Every effort to maintain continuity of care will be made, with the client having the opportunity to seek a second opinion regarding a transfer of care or to request a different treating agent. Once a transfer treating agency is identified, the current provider is responsible for the transfer of client information to the new treating provider within five working days.

4.5 Measurement Standard: (Travel Time to Service Sites)

- A. Routine travel time for the enrollee to the Contractor provider shall not exceed the community standard, or one half hour, whichever is less, for accessing health care providers for 90 percent of the potential enrollees.**

Required Response:

- A. Attach procedures which assure compliance.**

The MCO will plan for improvements to access and deliver mental health services to CareOregon enrollees based on the community standard of 30 minutes' travel time for 90% of CareOregon residents. The MCO will determine routine travel time for members by surveying the available modes of transportation and then measure the average time it takes for a CareOregon enrollee to travel to service, via that mode.

The MCO mental health provider network is located throughout Multnomah County, with site emphasis that assures neighborhood access to mental health services in the four major county geographic areas. The current provider network also provides services off-site at locations convenient to clients, including satellite sites and outreach services in health clinics, schools, neighborhood centers and foster care homes. Pending the outcome of on-going access and transportation surveys, the MCO will organize services to provide services closest to members.

MCO will coordinate planning access to services with CareOregon's efforts. CareOregon uses the Oregon Primary Care Service Areas adopted by the Department of Human Resources as the areas for planning access to primary care services. These service areas are based on the community standards of thirty minutes travel time for 90% of the residents to reach a primary care provider. Each Primary Care Service Area has been designated based upon the same community standard for access to primary care as used in the current Medicaid managed care program. Care Oregon has made a special effort to encourage participation of primary care clinics in designated primary care shortage areas of Oregon.

4.6 Measurement Standard: (Non-English Speaking)

There shall be written procedures for the responding to calls in the primary language of each substantial population of non-English speaking enrollees served by the Contractor. "Substantial" is defined as 35 non-English speaking household which have the same language. A non-English speaking household is a household that does not have an adult enrollee who is fluent in English.

During business hours, the Contractor shall make available qualified interpreters for the primary language of each substantial population of non-English speaking enrollees. Interpreters should be capable of communicating in English and the primary language of the enrollees and be able to translate service information effectively.

Required Response:

- A. Ensure compliance to this Standard by your signature.**

4.7 Measurement Standard: (Case Management)

The Contractor will provide a level of case management for enrollees commensurate with the enrollee's service need, level of care, and diagnostic condition.

Required Response:

A. Describe your proposed structure for providing mental health case management services.

The MCO will develop standards of care indicating the levels of case management a member will receive. The MCO will target case management services to members either transitioning from inpatient hospitalization or who have multiple agency involvement and are at risk of hospitalization or placement in a day or residential treatment facility or require services in three or more life domains. These are members who will not benefit from traditional outpatient services alone and who are likely to need additional support to attain maximum benefit from available services.

See Attachment 4.7A Wrap around service definition

Structure for the Provision of Case management and Care Coordination Services.

*** MCO Care Coordination Services**

A child, adolescent or adult meeting the criteria outlined below will be referred to the MCO for an MCO Care Coordinator assignment. The MCO Care Coordinator, in collaboration with the client and/or family participating provider and other interested persons, will convene an interagency service team meeting, as described elsewhere in this document, to develop an individualized service plan. The MCO Care Coordinator will authorize services, monitor treatment and service plan progress.

The MCO Care Coordinator will work with the interagency service team to assist the member in transitioning to less restrictive levels of service as the member meets the goals of the individualized service plan.

*** Participating Provider Case Management**

A member meeting the criteria outlined below will be referred to the participating provider either through self referral or through the MCO. The participating provider will develop an individualized treatment plan (which meets the approved standard) for the MCO member and monitor progress toward goals.

B. Describe standards for determining eligibility for identifying enrollees appropriate for, and discontinuation of, case management services to enrollees.

Case Management and Care Coordination Services Criteria

The MCO will develop criteria and standards of care indicating the levels of case management or care coordination required by MCO members. The following is a brief description of criteria the MCO will utilize to determine which level of Case Management or Care Coordination the MCO members will require:

- **MCO Care Coordination Services**

The MCO will focus MCO Care Coordination services on members who are transitioning from inpatient hospitalization; those who have multiple agency involvement; those who are at risk for hospitalization or placement in a day or residential facility; and those who will not benefit from outpatient services alone.

- **Participating Provider Case Management**

The MCO will support and monitor, as per OAR 309-16-000 through 130, "Medicaid Payment for Community Mental Health Services", participating provider case management services for members who are in need of outpatient mental health services only and do not meet the criteria for MCO care coordination services.

- C. **Describe how case management services will be coordinated with the "Exceptional Needs Case Management" function covered effective January 1, 1995 under the capitated rate to PHPs participating in the OHP who contract with OMAP to provide physical medicine.**

Exceptional Needs Case Management is a service provided by Prepaid Health Plans effective January 1, 1995 to coordinate unique health care needs of persons who are elderly or disabled. The service includes:

- * Early identification of plan members who have disabilities or intense/complex needs
- * Assistance to members to ensure they have necessary access to medical providers able to meet the identified needs
- * Coordination with primary, specialty, and ancillary care providers to ensure treatment planning and discharge planning to consider any unique needs of such patients
- * Communication with community support and social service systems as necessary to link social and medical services
- * Identification and removal of barriers to medical care for persons with intense or complex needs

Multnomah County is the agency through which many of the clients identified in this population currently receive services, including case management. This is an area in which the county can bring to bear significant expertise and resources as it currently provides many of these services to clients through out the county, including many who are or will be enrolled in CareOregon. Excellent models for case management of vulnerable populations exist within the county Health Department, Mental Health programs, Aging Services Division, Developmental Disabilities and Alcohol and Drug programs. where support to vulnerable populations has been provided for many years.

Coordination efforts that are already in place include the commitment of full time staff to the Aging Services District (AAA) teams, since 1990, from the Multnomah County Health Department, Mental Health Quadrant agencies and Delauney Mental Health Center, to do health and mental health consultation for elderly persons who are dual or multi-diagnosed. The MCO will draw upon the linkages already established within the county to coordinate the service provision for the elderly and disabled.

The MCO is also currently in discussion with CareOregon concerning expanded coordination of case management services to address the elderly or disabled populations who are or may become CareOregon members. Efforts will include education and training of Primary Care Physicians about access to services for disabled and elderly clients as well as the health and cost benefits of early identification and coordination of services. Additionally, information will be made available concerning the linkages to existing county services for the identified populations, to assist the PCP with rapid access and coordination of services to members.

Information for members will be added to the CareOregon Member Handbook to assist them in obtaining necessary services or resources to assist in identification and access to services.

Education and information for Multnomah County staff who currently advocate for elderly or disabled CareOregon members will be provided by the MCO to assist those who may already have contact with eligible clients to find the necessary health or other services required.

4.8 Measurement Standard: (Linkage with Services Not Covered by the OHP Capitated Rate)

It is anticipated that OHP enrollees, particularly those with severe and persistent mental illness, and children with emotional disturbances, will move between levels of care such as admission to and discharge from the state-funded extended care resources (state psychiatric inpatient facilities, community alternatives funded outside the OHP such as the

PASSAGES project, child and adolescent residential treatment settings). The Contractor will be expected to coordinate admission and discharge planning with state-funded facilities, including negotiation of the treatment objectives and projected length-of-stay. It is expected that upon determination and notice of readiness for discharge from the extended care resource, the Contractor will accept an enrollee into its mental health program of OHP funded services within one (1) week. The MHDDSD will pay for mental health services on a fee-for-service basis until the enrollee's monthly capitation rate is effective. This expectation is contingent upon the Contractor's receipt of notice of discharge from the state-funded extended care resource.

Required Response:

- A. Describe the nature of the Contractor's treatment coordination at the point of admission and discharge planning to and from state funded extended care resources.

The MCO will have a case manager assigned for any child, adolescent or adult member eligible for extended care, prior to the individual's admission. This case manager will coordinate admission, assist in the development of the treatment plan, and will review, concurrently, the members continuing eligibility for extended care. Discharge planning will begin immediately, with identification of the goals of treatment during extended care, and the behaviors which must be demonstrated in order to transition to a less restrictive treatment setting.

Upon preparation for discharge, the case manager will convene a Plan of Care meeting, in coordination with the extended care resource, to include the family, the mental health care provider and representatives of any social service agency involved in provision of services to the member. This will encourage a planful and successful transition of the member back into the community through an individually tailored service package. The MCO will authorize necessary services, review them at appropriate intervals and ensure the coordination of services for the member.

- B. Describe how you will assure maximum feasible continuity of care for persons admitted to and discharged from a state hospital and back into your delivery system.

Within three working days of all admissions to adult general psychiatric beds at Dammasch State Hospital, Oregon State Hospital and Eastern Oregon Psychiatric Center, the state hospital and MCO will enter into an agreement defining treatment objectives and the expected length of stay for each person admitted.

MCO agrees to arrange community placement for any person for

whom is responsible within one week of determination by the hospital that the person no longer requires state hospital level of care and is ready for discharge.

MCO will accomplish community placement, inclusive of any necessary support services for the person within existing resources or through reciprocal arrangements between Multnomah County and other counties.

In cases where there is disagreement between MCO and the state hospital regarding whether a person is ready for discharge, an independent review of the case will occur within two weeks of the hospital's determination of a person's readiness for discharge.

The MCO will assign a state hospital liaison to attend treatment review meetings of any MCO member in which new enrollment or discharge are discussed. This will be for the purpose of concurrent treatment review with the state hospital and to prepare for the transition of the member back to the community. This will encourage successful transitions of members and immediate support from the MCO upon return to the community. The MCO state hospital liaison will ensure housing and case management support or coordination for any MCO member exiting the state hospital and returning to the county.

The MCO will coordinate with the County Medicaid Authorization Specialist, currently responsible for discharge planning for Multnomah County children and youth discharged from the state hospital.

C. Describe how you will assure continuity of care for children admitted to extended care services such as residential psychiatric treatment and the Child and Adolescent Treatment Services at Oregon State Hospital.

Continuity of care will be provided through the use of care coordinator staff assigned by the MCO for each child admitted to extended care services. This service will be modeled on the Partners Project, currently a part of the service system within Multnomah County. In this program, a Managed Care Coordinator convenes a service team, develops the Plan of Care, authorizes necessary services and monitors the outcomes of services purchased. In the MCO, however, unlike Partners which is not funded for extended care services, the MCO care manager will stay in contact with the extended care facility and support a smooth transition of the child or adolescent back to the community, once goals of treatment are met.

This care manager will also coordinate services for the client and family with other social service agencies with which the client may be involved, eg. public school, Children's Services Division, etc.

D. For those enrollees needing services outside the capitated rate, describe how you will link up with and

coordinate your services with other providers.

NOTE: The MHDDSD will offer technical assistance and support to meet this standard.

Multnomah County staff currently chair or participate in the Mental Health or CSD committees which determine appropriate extended care placement for children and youth within the county. The MCO will ensure that an enrollee's care manager coordinate with the social service agencies participating in decisions affecting the mental health placement of its enrollee. The care manager will determine that no other services can safely and appropriately be provided for the enrollee which could maintain that individual within the community, bringing to bear all of the traditional and non-traditional resources at his/her disposal. Where extended care is determined to be the appropriate level of care, the MCO care manager will negotiate the transition to and from the extended care facility.

When Treatment Foster Care or a Therapeutic Group Home is required for an enrollee, the MCO care manager will assist the transition of the client to this level of care and participate in any Plan of Care meetings with service providers. Transition goals will be identified and monitored through out the enrollee's stay and a transition will be planned and implemented to the next level of care.

4.9 Measurement Standard: (Consultation)

Clinical Consultation will be available between the Contractor's mental health program and the Contractor's physical health care practitioners. It is expected that consultation will be available and used both ways between physical health care and mental health practitioners.

Required Response:

Describe your protocols that ensure consultation between physical health care services and mental health care providers. Identify in your response the nature of your relationship with the physical health care providers of the OHP enrollees for whom you propose to provide mental health services.

The MCO will provide mental health services to any CareOregon enrollee who requires medically necessary services. The CareOregon physical health care needs of its enrollees is managed by Primary Care Physicians (PCP) contractually part of the CareOregon provider network. The Community and Family Services Division is currently engaged in conversation with CareOregon regarding the formal coordination and shared incentives to manage the total health care needs of CareOregon enrollees.

The PCP is responsible to manage, under a capitated system,

all the primary care needs of CareOregon enrollees as well as managing referrals to specialty care. Included in primary care responsibilities are preventive services, health maintenance and disease screening; management of common chronic primary care and management of common acute primary care problems, such as anxiety and depression.

The MCO will develop a consultative relationship that assures the client the coordination of the delivery of primary care and mental health services. The MCO responsibilities to the primary care physicians are to assure access to timely assessment and treatment of mental health needs of CareOregon enrollees and to provide consultation regarding integrated treatment planning.

Protocols that ensure consultation between physical health care services and mental health care providers are as follows:

A. Following assessment of the enrollee's need for mental health services, the MCO and/or provider should communicate with the enrollee's PCP. The information provided to the PCP should be sufficient for the PCP to anticipate the enrollee's service plan so that acute care and mental health services may be coordinated. Through communication with the enrollee's PCP and as a result of the PCP's familiarity with the enrollee's medical history, the PCP can assist the enrollee in maximizing the benefits of both physical and mental health care services.

B. Other Mental Health Services

The performing mental health providers will provide ongoing treatment and service planning functions. The results of the treatment and service planning should be communicated to the enrollee's PCP whenever the enrollee's treatment and/or service plan is modified.

At a minimum, timely sharing of treatment data with the PCP will be required in the following circumstances:

- Medication adjustment and monitoring services are added to the service plan;
- Laboratory and radiology services are added to the service plan or are required by the physical medical system;
- Emergency/crisis admissions or events occur;

C. Consultation Availability

The MCO will have a Mental Health Consultant available either on-site in CareOregon primary health care centers or available by phone to respond to consultation requests;

The PCP will have access to mental health consultation for any client's emergent or urgent mental health care need.

4.10 Measurement Standard: (Monitoring Access)

The Contractor will have effective methods for monitoring access standards and appointment procedures, as well as efficient strategies for taking prompt corrective action when service access fall below standard.

Required Response:

- A. What are the methods by which enrollees gain access to services?

Methods for Gaining Access to Services

Information Regarding Access to Services

Upon enrollment in the Medicaid program and choosing the CareOregon Plan, all eligible clients and their families will be provided with information on how to access mental health services. Information will also be made available to primary care physicians, Children's Services Division, Juvenile Justice, Education, Community Action Programs, family support networks and other available resource options.

Methods for Accessing Services

CareOregon enrollees can access the MCO mental health services through the following methods:

- Self-referral to a participating provider;
- Self referral to MCO through the 24 hour MCO access line;
- Referral to a participating provider or MCO by the member's primary care physician;

Clients are encouraged to call the MCO office or provider's office with clinical questions or problems. If clients walk in, a determination of the client's clinical condition is ascertained by a mental health care professional. If an emergent condition exists, the client is seen immediately and/or transported to the nearest hospital. If a non-emergent condition is identified, the client is scheduled an appointment as medically appropriate. If the clinical condition warrants urgent care, the client is seen within two hours.

MCO clients are scheduled for appointments by MCO providers according to their clinical needs. Those who feel they need to be seen immediately are triaged by either the MCO Mental Health Consultant or by the participating provider, who is

able to schedule same day appointments, as necessary.

MCO's standard for scheduling of routine appointments is within 15 working days.

Clients who walk in for care at a participating provider's office are assessed and seen according to established standards of care. Triage and any subsequent treatment is recorded in the client's clinical record, and relayed, if applicable, to the client's current mental health treatment provider for review. Non emergent needs are referred back to the client's current provider.

See Attachment 4.2 A MCO Access to Service.

B. Describe your procedures for monitoring access. Illustrate your key flags or indicators of access problems and who is responsible for correcting them. Identify access issues which arise in your delivery system. Once identified, what is your process for problem resolution?

Procedures for Monitoring Access to Services

The MCO will implement policies and procedures to facilitate and monitor the MCO clients' access to services. The key indicator of access problems is timeliness of access. The following definitions apply: Emergency services is care for any situation involving a serious threat of death or serious physical harm to a client or others requiring immediate treatment. Urgent Services is care for a high risk situation which, if left unchecked, has the potential to become an emergency. Non-emergent services is care for a situation which is scheduled or could have been scheduled in advance and for which a delay of 72 hours or more would not substantially affect the health of the client or others. Timely access will be defined as follows:

- Emergency Services: Face-to-face, or phone contact as appropriate, with a client within twenty minutes of initial contact;
- Urgent Services: Face-to-face, or phone contact as appropriate, with a client within two hours of initial contact; and
- Non-emergent, Non-Urgent Services: Face-to-face contact with a client within 15 working days from date of referral.

As part of problem resolution, the Quality Improvement system will include timely access to services monitoring as part of its on-going Quality Improvement process. In addition, the MCO Quality Improvement staff will review client complaints and grievances for service access issues. Other key

indicators of access problems will be identified through the quality improvement system and on-going analysis of patterns and trends surfaced through the utilization review committee, including the overutilization of more intensive services. The QI staff will also develop and distribute service access surveys and client satisfaction surveys.

The MCO QI Coordinator will report result of the on-going monitoring activities, grievance and surveys to the MCO Quality Improvement Committee. If the QI Committee determines that access problems exist, action plans will be developed to correct the problem(s). Action plans may include contracting with additional providers in certain service areas. If the need for services cannot be met through the MCO's provider network, then the Medical Director approves an "out of plan" service.

See Attachment 4.10 B Timely Access Process

C. Indicate strategies implemented to correct access problems.

The MCO QI staff will report results of the on-going monitoring activities, complaints, grievances and surveys to the MCO Quality Improvement Committee. If the QI Committee determines that access problems exist, action plans will be developed to correct the problem(s). Action plans may include contracting with additional providers in certain service areas. If the need for services cannot be met through the MCO's provider network, then the Medical Director approves an "out of plan" service.

See Attachment 4.10 C1 Documentation of No-Show Appointments and Attachment 4.10 C2 Telephone Consult Policy

D. In the event the Contractor has a waiting list for service, describe your policies and procedures for managing the wait. Include in your description: the types of waiting lists; the nature of the enrollees' conditions who would be waiting; the standards you keep for wait times; the reasons why an enrollee would wait for service; what services are offered and contacts are made with waiting enrollees; and what priorities are applied to those on the waiting list.

Multnomah County has developed an efficient monitoring process amongst its child and adolescent mental health provider network to assure that Medicaid eligible children and families requesting EPSDT mental health services do not experience an untimely wait. The County has practiced the current MHDDSD Medicaid Oregon Administrative Rule standard that requires no longer than a wait of 15 working days to admit a client into outpatient services.

Monitoring will be expanded to include the adult population under the OHP 25% Demonstration, as well as accommodate the

inclusion of all OHP services covered under the capitated rate. Dependent upon changes in the Medicaid OAR for the Demonstration, the MCO will evaluate whether 15 working days is an appropriate standard to continue to utilize as a measure of untimely wait. Consideration will be given to standards that measure whether an enrollee has access to the covered OHP services within a timeframe that ensures the enrollees condition does not worsen as a result of the wait.

Types of Wait Lists:

- a. A client requests covered services from an MCO performing provider. Agency unable to meet request. This assumes client has already been assessed for emergent and urgent mental health needs.
- b. A client requires a level of service not covered under the OHP capitated rate (eg. JCAHO residential treatment). In order to ensure continuity of care for MCO clients, all participating providers are required to maintain an integrated clinical record documenting all types of care renders, both during and after office hours. Documentation includes a Plan of Care to indicate the extent of case managed services received, even if services are not included in the capitation rate.

Nature of Enrollees Conditions and Reasons for Waiting:

- a. Client's is assessed as eligible for outpatient services (but not requiring emergent or urgent care) but the provider is at capacity.
- b. Client is assessed as eligible for a different level of care but is being maintained in current treatment because of a lack of access to services outside the plan.

Standards Maintained for Wait Time
See above.

Services Offered and Contacts Made to Waiting Enrollees:

- a. The MCO performing provider offers the client a referral to another performing provider who has immediate access.
- b. The MCO will call any client waiting more than 15 days to arrange for immediate access to service.

Priorities to Service

Priority access to service is given to clients whose conditions will worsen resulting in the need for a more intensive level of service.

See Standard 4.2 B Response; Attachment 4.10 D Multnomah County Child and Adolescent Mental Health Program Medicaid-eligible Wait List Policy and Procedure.

- E. Describe your methods and strategies to obtain ongoing input from a representative sample of the major eligible

groups covered by the OHP as illustrated in the rates. Include in your description outreach methods used to seek input, as well as how you have included family member and enrollees where it is deemed clinically appropriate.

As a publicly operated mental health system, the County is committed to a system that is responsive to citizen interests and needs. It operates mental health advisory boards consisting of representatives of clients and family members who traditionally represent many if not all of the major eligible groups covered by the OHP. In addition, CareOregon has begun a survey process for its members regarding patient satisfaction. The MCO will coordinate on-going efforts of CareOregon to ensure substantive input from members concerning their mental health care.

The language and communication sensitive strategies already employed by CareOregon to ensure communication with all its members will be utilized by the MCO.

Family members will be enlisted to inform and train providers on family-focused services. See Standard 2.4 D of this response to reflect outreach and family involvement on the Quality Improvement Committee and County Mental Health Advisory Boards. Members of the MCO Quality Improvement Committee will also be represented on County Mental Health Advisory Boards.

STANDARD #5: QUALITY ASSURANCE SYSTEM

THE CONTRACTOR MUST HAVE AN INTERNAL QUALITY ASSURANCE SYSTEM IN PLACE BASED ON WRITTEN POLICIES, STANDARDS, AND PROCEDURES WHICH ARE IN ACCORDANCE WITH ACCEPTED PROFESSIONAL STANDARDS.

5.1 Measurement Standard: (QA)

The Contractor shall ensure that there is a planned, systematic, and ongoing process for monitoring, evaluating, and improving the quality and appropriateness of services/care provided to enrollees. The Contractor's Quality Assurance (QA) system specific to mental health services may be integrated with the Contractor's physical health care QA system.

Required Response:

- A. Describe your process to assure compliance with this standard.**

The Community and Family Services Division's February 1994 response to the MHDDSD's Request for Plan Amendment (RFP) detailed its quality assurance system to provide mental health services to Medicaid eligible children in Multnomah County. For the purpose of this document, quality assurance (QA) and quality improvement (QI) will be used synonymously. The framework established in the RFP will be expanded to include adult mental health services, as well as children's services. The system that will be established is consistent with the operating principles of the CareOregon Quality Improvement process. Currently, there are substantive discussions between the Community and Family Services Division and CareOregon to establish an interface between the MCO's QI Committee and the existing CareOregon QI Committee to integrate the QI system specific to mental health services with physical health.

The MCO's quality assurance system is one of the essential functions of the organization. Policies, procedures and protocols are being developed to assure a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and appropriateness of services/care provided to enrollees and that clinical care meets federal, state, and local statutes and standards of care.

MCO participating providers are required to assure that client care meets MHDDSD standards, MCO protocols, local clinical practice standards and Federal and State laws. A compilation of procedures and protocols will be included in the MCO Clinical Protocol Book, which will be developed and maintained by the QI Coordinator and Medical Director.

The Medical Director's office will be responsible for orienting providers to clinical care protocols and communicating revisions or additions as necessary. In

addition, in-service sessions will be conducted for participating providers. This in-service will include the family perspective as defined by family representatives.

Specific protocols for clinical management of clients and for utilization and quality of care reviews are based on MHDDSD criteria and guidelines.

Also, mandatory review of MCO client care procedures and protocols is conducted at least biannually or more often as needed to comply with standards. The MCO Quality Improvement Committee will appoint subcommittees to review the protocols, and draft and submit revisions of them for final approval to the MCO Quality Improvement Committee.

Reviews of other aspects of MCO's performance will be conducted at least annually by a process similar to client care and protocol review mentioned above. Subcommittees appointed by the Quality Improvement Committee submit completed review drafts to the QI Committee. Listed below are areas to be reviewed:

- Adequacy of clinical record keeping by MCO providers
- Operation and outcome of referral procedures
- Medication reviews
- Appointment system
- After hours call-in system
- Arrangements for emergency services
- Practitioner/client ratios
- Client satisfaction

See Attachment 5.1 A, Quality Improvement Policy; Attachment 5.1 A1, Program Review Protocol Checklist; Attachment 5.1 A2 On-Site Program Review Protocols.

5.2 Measurement Standard: (QA Plan)

The Contractor shall have a written Quality Assurance Plan for mental health services. The Plan shall:

- A. Describe the governance, management, clinical, coordination, and support issues necessary to carry out the QA Plan.
- B. Be developed with input from the governing body, management, provider staff, consumers, referral sources, and others as appropriate.
- C. Incorporate the concepts contained in the attached value and principle statements in Attachment D.
- D. Be updated annually to include written objectives for the Quality Assurance system for the designated time period.
- E. Require regular reports to the governing board, MHDDSD,

and provider staff, at least annually.

- F. Be adopted and signed by the Executive Officer or Board of the Contractor.

Required Response:

- A. Assure compliance to this Standard by your signature.

5.3 Measurement Standard: (QA Committee)

The Contractor shall have a Quality Assurance Committee, including mental health professionals who are representative of the scope of the services delivered by the Contractor. The Contractor shall designate a staff person to assume responsibility for coordinating systems to facilitate the specific responsibilities of the Quality Assurance Committee. This staff person will be a member of the Contractor's QA Committee.

Required Response:

- A. Describe the Quality Assurance committee structure and list the members and their affiliations. If you have integrated mental health QA with other health care QA, please specify. Identify in what way you have included enrollees and family members in the QA process.

The MCO Quality Improvement Committee membership will include two provider representatives, both of whom are Qualified Mental Health Professionals (OAR 309-16-005); a representative each from the Educational School District (ESD), Children's Services Division (CSD), the Juvenile Justice Division (County), and Alcohol and Drug (County) to represent the scope of services in client's plans of care; Health Department representative; MCO's Medical Director (Chair) who is a psychiatrist, the MCO's Utilization/Quality Improvement Coordinator; an MCO Qualified Mental Health Professional and a representative from the County Advisory Board including a consumer representative.

As noted in 5.1 A., there are substantive discussions now occurring between the Community and Family Services Division and CareOregon to establish an interface between the MCO's QI Committee and the existing CareOregon QI Committee to integrate the QA system specific to mental health services with physical health.

Enrollees and family members are included in the Quality Assurance process through:

Participation of a consumer representative on the QI Committee;

Participation of enrollees and family members on CFSD mental

health advisory boards;

Participation in MCO sponsored in-services to participating providers on family perspective as defined by a family representative; and

Participation in development of, and response to client satisfaction surveys via the QI Committee and mental health advisory board input.

B. Describe how the Quality Assurance Committee will implement the QA Plan.

The Quality Improvement Committee will implement the QI Plan through its role of reviewing trends and patterns and overall system management. The frequency of meetings of the Quality Improvement Committee is monthly. This will be evaluated within the first year and may go to a quarterly basis. Minutes are kept of all Quality Improvement Committee meetings and include: the date of the meeting, names of attenders, evaluation results, problems/trends that were identified, actions taken and results of tracking/corrective procedures.

The Quality Improvement Committee Coordinator will be responsible for the publication of the Committee findings. Each MCO participating provider group will be required to conduct Quality Improvement processes through their own QI committees. Findings, recommendations, and corrective action plans from these committees must be reported to the MCO Quality Improvement Committee.

Provider quality improvement meeting minutes are submitted to the MCO Quality Improvement Committee for review. The MCO Quality Improvement Committee identifies community trends and issues needing study and/or action, and recommends corrective action plans and it follows up to assure that improvements have been implemented.

The MCO Quality Improvement Committee may recommend to the participating provider QI committees new methodologies and topics for focus for review. The Quality Improvement Coordinator provides training in Quality Improvement activities to the local committees, as directed by the MCO committee or requested by participating providers.

MCO Quality Improvement Committee meeting minutes are submitted to the MCO Medical Director and Administrative Director for review and additional direction, as required.

The Quality Improvement Committee will monitor for consistency with the applicable utilization control requirements set forth in OAR 309-16-090. The Quality Improvement Committee is responsible for oversight of the Utilization Review function in the MCO Administration office. Monthly reports of clients' utilization will be generated by the information system that

display clients' mental health care activities, specialty care, and eventually emergency room use, and hospital utilization. These reports, along with reviews and analyses of adverse or unexpected outcomes, are presented by the QI Coordinator to the QI Committee, or its designated subcommittee. The QI Committee brings discussion and direction.

See Attachment 5.1 A, Quality Improvement Committee Policy; Attachment 5.3 B, Quality Improvement Coordinator Description and Attachment 5.3 BB Medical Director Description (Descriptions are in draft form and will require review by County Personnel Department); and Attachment 5.3 B1, Quality Improvement Committee Involvement in Utilization Review.

- C. Describe how decisions and recommendations for corrective actions made by the Quality Assurance Committee will be implemented. Does the Quality Assurance Committee have the power to implement decisions? If not, who does within the organization?**

Decisions and recommendations for corrective actions made by the Quality Improvement Committee will be implemented in several ways. The MCO QI Committee has the authority to implement Committee decisions. This is done by communicating with the appropriate parties or sites for implementation or corrective action, with target dates for problem resolution and improvements. This Committee follows up to assure corrective action is completed.

In addition, the MCO Client Relations Coordinator submits reports on all formal complaints and grievances of clients to the Quality Improvement Committee. Optimally, at a client specific level, a concern regarding the appropriateness or quality of care is best addressed when the family and provider of care are able to work together directly at the level the issues exist. The MCO will encourage this practice with its own staff and through the provider network. When there are formal complaints and grievances however, client relations will submit reports to include a summary of the situation; actions taken by the client, MCO staff, MCO providers, or other parties; and compliance with required steps under OMAP's Complaint/Grievance Procedure.

Complaints or grievances that are persistent or indicative of a systems problem will be referred by the QI Committee to a subcommittee who will study the problems and develop corrective action plans. The QI Committee will direct the QI Coordinator to implement these identified action plans and monitor their impact on the reported problem.

See Attachment 6.1 A1 MCO Quality Improvement Committee Review and Study of Formal Complaints and Grievances, and Operation of the Complaint Process

- D. Describe how the Quality Assurance Committee will review the results, and effectiveness of necessary corrective actions, and communicate the results of the Committee's work to the MHDDSD.**

See 5.3 B and 5.3 C. Response

The Quality Improvement Committee will review the results and effectiveness of necessary corrective actions through the review and analysis of adverse or unexpected outcomes, and follow up reports on the status of required corrective action plans. These are presented by the QI Coordinator to the QI Committee, or its designated subcommittee. In addition, monthly reports of clients' utilization will be generated by the information system that display clients' mental health care activities, specialty care, and eventually emergency room use, and hospital utilization. The QI Committee brings discussion and direction. MCO Quality Improvement Committee meeting minutes are submitted to the MCO Medical Director and Administrative Director for review and additional direction, as required.

The areas reviewed by the MCO Quality Improvement Committee include but are not limited to:

Appropriateness of admissions

The quality and appropriateness of diagnostic and treatment procedures

The quality, content and completeness of clinical record entries

Medication use

Employee safety

Client safety

Client satisfaction

Client access problems

Emergency room use

Utilization patterns

Adherence to policies/procedures

Preventive care

Appropriateness of continued stays

Outcome measures

In addition, the Quality Improvement Committee Policy requires that the system of services delivery be evaluated. Specific criteria will be identified and reviewed annually by the Committee to assure the identification of standards for single clinical events in the process or outcome of care that should warrant further evaluation. Single clinical events such as suicide, prolonged hospitalization, treatment failure evidenced by multiple changes in providers and repeated out of home placements due to mental disorder will be addressed by each Provider's quality improvement process. Records of such events will be reviewed by the QI committee and corrective actions will be required as necessary. An Adverse Incident policy will follow.

The MCO Quality Improvement Committee will communicate the Committee's work to the MHDDSD as required by contractual arrangements agreed upon between MHDDSD and the County, including state and federal requirements applicable to quality assurance.

See Attachment 5.1 A, Quality Improvement Committee Policy

5.4 Measurement Standard: (Quality Assurance Activities)

The MHDDSD is accountable for monitoring the quality of care and service for OHP enrollees throughout the state. In carrying out this accountability, the MHDDSD intends to work in collaboration with its Contractors in the Phase II mental health service integration in finalizing the quality assurance activities for the phase in, as well as implementing quality assurance and improvement activities. It should be noted that in addition to OHP accountability, the MHDDSD maintains its responsibility for monitoring the quality of service delivered outside the OHP. Contractors are expected to fulfill the "Contractor Obligations" in Section IV, MHDDSD Systems Management. Please refer to that Section for detail.

Required Response:

A. Ensure compliance with this Standard by your signature.

5.5 Measurement Standard: (Performance Outcome Measures)

The MHDDSD will continue its focus on performance measures for mental health services to involve OHP enrollees and their services. Phase II mental health Contractors will be expected to become oriented to the MHDDSD performance measures systems and to work cooperatively in data collection.

Information needs to support the activities of quality assurance, research and evaluation, and performance outcomes measures will be obtained from data gathered and submitted by Contractors on OHP enrollees and their mental health encounters. Contractors are expected to fulfill the "Contractor Obligations" in Section IV, MHDDSD Systems Management. Please refer to that Section for detail.

Required Response:

A. Ensure compliance to this Standard by your signature.

5.6 Measurement Standard: (Credentials)

The MHDDSD expects the Contractor to have a process for screening the credentials of providers including evidence of licensure, agreements for hospital privileges, and evidence of malpractice insurance where applicable. The MHDDSD encourages Contractor augmentation of Qualified Mental Health Professionals with staff in other categories, such as consumer paraprofessionals:

According to existing statute, a qualified mental health associate or "QMHA" means:

* A person who delivers service under the direct supervision of a Qualified Mental Health Professional, and who meets one of the following qualifications:

- a) has a bachelor's degree in a mental health related field; or
- b) has a combination of at least three (3) year's work experience or training in mental health.

According to existing statute, a qualified mental health professional or "QMHP" means:

- * a) a psychiatrist or physician, licensed to practice in Oregon; or
- b) a person with a graduate degree in psychology, social work, or other mental health related field; or
- c) a persons with a graduate degree in psychiatric nursing, licensed in the State of Oregon; or
- d) a person registered as an occupational therapist; or
- e) a person with a graduate degree in recreational therapy; or
- f) a person who meets a level of competence consistent with the standards established for qualified health professionals.

A "qualified person" means a licensed medical professional, a qualified mental health professional, or a qualified mental health associate.

Required Response:

A. Ensure compliance to this Standard by your signature.

5.7 Measurement Standard: (Staff Training)

The Contractor shall show evidence of staff development and

practitioner training which illustrate ongoing improvement in knowledge base and skill building for competency in delivery of mental health services against the prioritized list of treatment conditions. Particular attention shall be paid to including training and competency measures in the areas of psychiatric rehabilitation principles. The MHDDSD is prepared to assist in developing and delivering training modules upon request. The MHDDSD will provide training opportunities through teleconferencing.

Required Response:

- A. Briefly describe the methods you use to add to the knowledge base of your provider staff. Identify the professional development strategies you offer for your practitioners, as well as how you might influence the individual's use of training reimbursement, if available, under your benefit plan. Given the range of diagnostic conditions covered under the OHP and the diverse categorical groups served, include in your description the attention you give to enhancing providers' skills and knowledge based on psychiatric rehabilitation services, consumer (enrollee) functional abilities, and enhancement of physical health care providers' abilities in identification of mental health conditions, screening, and referral processes.

Multnomah County has sponsored training for its provider network, focused primarily on significant issues of treatment. The Child and Adolescent Mental Health Program office has also arranged an on-going series of training with Pacific University, offering continuing education credit for attendees, for a cost of \$5.00 per session. Some trainings sponsored by the provider network have also been made available to county staff. This reciprocity will continue to be encouraged.

The County mental health system already serves the diverse categorical groups served under the OHP. The County and its provider network have provided training to staff and consultation to the community regarding psychiatric rehabilitative services and functional needs and abilities of clients. The MCO will continue this effort to assure the enhancement of provider skills and knowledge base of the range of diagnostic conditions covered under the OHP. This will include education and consultative services in the enhancement of physical health care providers' abilities, as identified in Standard 4.9 of this response.

A priority focus of the MCO's training plan will be a strength based model which capitalizes on the performance successes of the performing providers, using those successes as the basis for on-going training for the provider network. The opportunity to learn from one another's successes, and share expertise, identified in continuous quality improvement reviews will be the focus of the training program. A training

fund will be identified to support attendance by the provider network and MCO staff, incentivizing training and identifying it as a significant value of the organization.

A primary value of the MCO is reward for excellent practice and a belief in the importance of performance recognition among its staff. Recognition of provider agencies and staff who perform exceptionally well in particular areas will be provided through opportunities to share expertise with one's colleagues in these training sessions.

Trainings will be jointly planned and presented by the MCO and its Participating Providers. Information sharing among providers is highly valued and will be encouraged.

Provider agencies will be required to document the training and staff development activities provided for their staff and report this information, quarterly, to the MCO.

In addition, the MCO will provide focused technical assistance training for participating providers, designed to address any performance deficiencies identified through continuous Quality Assurance reviews and analysis.

The MCO will offer consultative liaison services to the providers by its child psychiatrists. The OHSU fellows will be available through the MCO, to provider agencies and MCO staff as well. This is seen as a valuable training opportunity for the OHSU Child Psychiatry Fellows, as it is a requirement within their training regime.

Additionally, this service will be available to Primary Care Physicians in CareOregon, to consult, particularly upon entry of a client into service, on those medical conditions affected by psychiatric conditions. It has been demonstrated in physical medicine that clients who are primarily healthy are among the least effective users of medical services. (They don't know where to go or how to access appropriate levels of care.) Consultation by psychiatrists to Primary Care Physicians on this client population, where mental health issues may be impacting the need for health services, may be as significant to the appropriate use of the health care dollar as the consultation concerning the more significantly impaired population.

STANDARD #6: COMPLAINT AND GRIEVANCE PROCEDURES

THE CONTRACTOR MUST HAVE WRITTEN PROCEDURES FOR ACCEPTING, PROCESSING AND RESPONDING TO ALL ENROLLEE COMPLAINTS AND GRIEVANCES. IN ADDITION TO THE INTERNAL CONTRACTOR WRITTEN PROCEDURES, THE DHR HEARINGS PROCESS IS AVAILABLE.

6.1 Measurement Standard: (Resolving Complaints)

The Contractor shall have written procedures for accepting, processing, and responding to all complaints from enrollees.

- A. The Contractor shall have written procedures for resolving oral or written expressions of disagreement or dissatisfaction with any Contractor action. The Contractor shall afford enrollees the full use of the procedures, and shall cooperate if the enrollee decides to pursue a remedy through the MHDDSD hearing process. Complaints are any expression of dissatisfaction with Contractor action. Complaints may be oral or written.
- B. The Contractor shall designate a staff member or staff members who will be responsible for receiving, processing, directing, and responding to complaints.
- C. The Contractor shall ensure that all information concerning a member's complaint is kept confidential, unless the member authorizes disclosure or release of information. MHDDSD has a right of access to this information.
- D. The Contractor shall have written procedures for informing enrollees orally and in writing about the Contractor's complaint procedures, which shall include the following:
 - (1) Written material describing the complaint process; and
 - (2) Assurance in all written and posted material of enrollee confidentiality in the complaint process. Confidentiality may be waived by the enrollee if the issue could not be resolved without release of information.
- E. The Contractor shall have written procedures for the receipt, disposition and documentation of all complaints from enrollees. The Contractor shall make available copies of the MHDDSD complaint form in all plan offices. Members have the right to register a complaint in the following manner:
 - (1) Complaints: A member may relate any incident or concern to a practitioner or other staff person.

- (a) If the member does not indicate satisfaction, the practitioner or staff person must advise the member that he or she may make a complaint.
- (b) The practitioner or staff person must direct the member to the staff person designated for resolving complaints.
- (c) A member may choose to utilize the Contractor's internal complaint procedure in addition to or in lieu of a MHDDSD hearing. If a member makes a complaint to the staff person designated for resolving complaints, the staff person must notify the member that the member has the right to enter into a formal, written complain process with the Contractor, or may attempt to resolve the complaint orally.
- (d) Complaints concerning denial of service, or service coverage, must be handled as described, in addition to procedures for oral or written complaints.
- (e) All complaints made to the staff person designated to resolve complaints shall be entered into a log. The log must identify the member, the date of the complaint, the nature of the complaint, the resolution and the date of resolution.

F. Oral Complaints:

- (1) If the member chooses to pursue the complaint orally through the Contractor's internal complaint procedure, the Contractor shall make a decision on the complaint within five working days from the oral complaint; or notify the member in writing that a delay of up to 30 calendar days from the date the oral complaint was received by the Contractor is necessary to resolve the complaint.
- (2) The Contractor's decision must be communicated to the member orally or in writing no later than 30 calendar days from the date of receipt of the complaint. A written decision must have both the Notification of MHDDSD Hearing Rights and the MHDDSD complaint form attached. An oral communication must include informing the client of rights to hearing and written complaints.
- (3) If the member does not indicate satisfaction with the decision, the Contractor shall notify the member that the member may pursue the complaint further through the Contractor's internal complaint

procedure by filing a written complaint within 60 calendar days. The complaint may be written by the member, the member's representative, or the Contractor's designee upon the request of the member.

G. Written Complaints: If the member files a written complaint with the Contractor which does not concern denial of service or service coverage, the following procedures apply:

- (1) The complaint must be reviewed, investigated, considered or heard by either:
 - (a) The Contractor's medical director or administrator, or
 - (b) A person or group, such as the quality assurance committee or board of directors, responsible for internal review with the authority to make a final clinical or administrative decision at the Contractor level.
- (2) A written decision must be made on a member's written complaint,. The decision must be sent to the member no later than 30 calendar days from receipt of the written complaint, unless further time is needed for the receipt of information requested from or submitted by the member. The decision on the complaint must review each element of the member's complaint and address each of those concerns specifically.
- (3) The Contractor's decision must have the Notification of MHDDSD Hearing Rights attached.

H. Complaints concerning denial of service or service coverage: If a complaint made to the staff persons designated to resolve complaints concerns a denial of service or a service coverage decision, the following procedures apply in addition to the regular complaint procedures:

- (1) The staff person must immediately notify the member in writing of the decision which denied the service or coverage. The decision letter must include at least the following elements:
 - (a) The service requested
 - (b) A statement of service denial
 - (c) The basis for the denial
 - (d) A statement that the member has a right to

request an MHDDSD hearing, and that in order to request such a hearing the member must submit an MHDDSD hearing request form to the member's local DHR office within 45 calendar days of the decision letter.

- (e) A statement that an MHDDSD hearing request may be made in addition to or instead of using the Contractor's complaint procedure, if the enrollee so chooses.
 - (f) A copy of the Notification of MHDDSD Hearing Rights and AFS 443 (Fair Hearing Request) must be attached.
- (2) The staff person may encourage the enrollee to use the Contractor's complaint procedure, but must not discourage the enrollee from requesting an MHDDSD hearing.
 - (3) If the member files a request for an MHDDSD hearing, MHDDSD shall immediately notify the Contractor. The MHDDSD hearing process cannot be delayed without the member's consent.
 - (4) The staff person must begin the process of establishing the facts concerning the denial of service or service coverage upon receipt of the complaint regardless of whether the member seeks an MHDDSD hearing and/or elects the complaint process.
 - (5) If an MHDDSD hearing is requested by a member, the Contractor must cooperate in the hearing process and must make available, as determined necessary by the hearing officer, all persons with relevant information and all pertinent files and medical records.
 - (6) Member Use of the Contractor Complaint Procedure with Request for Hearing: If the member chooses to also use the Contractor's complaint procedure, the Contractor must ensure either that the complaint procedure is completed prior to the date on which the MHDDSD hearing is scheduled or obtain the written consent of the member to postpone the MHDDSD hearing. If the member consents to a postponement in the MHDDSD hearing, the Contractor shall immediately send such written consent to MHDDSD and to the local DHR office.

Required Response:

- A. Attach your written procedures for the complaint process assuring compliance with this standard.

The MCO's philosophy is to encourage clients to resolve

complaints, problems and concerns directly with the person providing care. The MCO also provides more formal procedures for addressing complaints and problems when such problems cannot be resolved otherwise. CareOregon members are informed through the Member Handbook that they have the right to make complaints directly to CareOregon, Member Relations and to request hearings by DHR, via OMAP and MHDDSD through its hearing process.

See 5.3 C Response; Attachment 6.1A Complaint Procedures; Attachment 6.1 A1 MCO Quality Improvement Committee Review and Study of Formal Complaints and Grievances, and Operation of the Complaint Process; and Attachment 2.5 A CareOregon Client Handbook

- B. Indicate the staff member or staff members who will be responsible for receiving, processing, directing and responding to complaints.**

Complaints will be received, and processed by the CareOregon Member Relations Manager, who will immediately direct the complaint to the MCO Coordinator. The MCO Coordinator will either directly respond to the complaint, or direct the complaint to the Quality Improvement Coordinator for resolution.

See Attachment 6.1 A Complaint Procedure; Attachment 6.1 A1 MCO Quality Improvement Committee Review and Study of Formal Complaints and Grievances.

6.2 Measurement Standard: (Documentation)

The Contractor's documentation shall include, at the minimum: the log of complaints, a file of written complaints and records of their review or investigation and resolution. Files of complaints must be maintained for a minimum of two calendar years from date of resolution.

Required Response:

- A. Attach procedures assuring compliance with this standard.**

See Attachment 6.2 A Complaint Documentation Procedure

- B. Attach an example of the complaint log and describe the method you will use to assure an adequate filing system.**

CareOregon has an established protocol for the receipt and filing of the complaint log, both at the provider level and at the plan level. The MCO will replicate this methodology for internal consistency and continuity for CareOregon enrollees receiving mental health services through the MCO. All statutory requirements regarding confidentiality of client complaints or grievances and mental health provision will be contractually required of the provider network.

See Attachment 6.2 B. MCO Complaint Log

6.3 Measurement Standard: (Written Procedures)

The Contractor shall have written procedures for the review and analysis of all complaints received by the Contractor. The analysis of complaints must be forwarded to the quality assurance committee as necessary to comply with the quality assurance standards.

Required Response:

A. Attach procedures assuring compliance with this standard.

See Attachment 6.1 A1 MCO Quality Improvement Committee Review and Study of Formal Complaints and Grievances, and Operation of the Complaint Process

6.4 Measurement Standard:

The Contractor shall have written procedures to review the operation of the complaint procedure.

Required Response:

A. Attach procedures assuring compliance with this standard.

PER MHDDSD MEMORANDUM AUGUST 5, 1994, D'ANNE TURNER GILMORE:
"STANDARD 6.4 IS A DUPLICATION AND IS NOW ELIMINATED"

6.5 Measurement Standard:

The Contractor shall comply with and fully implement MHDDSD's hearing decision. Neither implementation of an MHDDSD decision nor a member's request for a hearing may be a basis for a request by the Contractor for disenrollment of a member.

Required Response:

A. Attach procedures assuring compliance with this Standard.

See Attachment 6.5 Complaint Procedure for Compliance with MHDDSD Hearing Decision

STANDARD #7: ENROLLEE INFORMATION AND EDUCATION REQUIREMENTS

THE CONTRACTOR MUST HAVE THE ABILITY TO DEVELOP AND DISTRIBUTE INFORMATIONAL MATERIALS TO POTENTIAL ENROLLEES. SPECIFIC INFORMATIONAL REQUIREMENTS WILL BE REVIEWED DURING THE COURSE OF THE INDIVIDUAL CONTRACTOR'S APPLICATION TO PROVIDE SERVICE.

THE CONTRACTOR MUST HAVE AN ONGOING PROCESS OF ENROLLEE EDUCATION SPECIFIC TO MENTAL HEALTH WHICH INCLUDES MENTAL HEALTH EDUCATION AND APPROPRIATE USE OF EMERGENCY FACILITIES.

7.1 Measurement Standard: (Enrollment Information)

The MHDDSD will expect the Contractor to provide information materials sufficient for the potential enrollee to make an informed decision about enrollment. All written information will be in the primary language of each substantial population of non-English speaking enrollees. Posted signs regarding facility access shall be printed in languages other than English where needed.

Contractor staff shall provide new enrollees with information sufficient for the enrollees and their families to use the Contractor system. Information shall be made available to enrollees in writing as well as other methods appropriate and helpful to the diagnostic groups covered under the OHP. Care shall be taken to adapt the content and format to meet the needs of the diagnostic groups.

Required Response:

- A. Ensure compliance to this Standard by your signature.

7.2 Measurement Standard: (User Information)

Contractor staff shall provide new enrollees with information sufficient for the enrollees and their families to use the Contractor system. Information shall be made available to enrollees in writing, as well as other methods appropriate and helpful to the diagnostic groups covered under the OHP. Care shall be taken to adapt the content and format to meet the needs of the diagnostic groups.

Required Response:

PER MEMORANDUM AUGUST 5, 1994, D'ANNE TURNER GILMORE:
"STANDARD 7.2 IS A DUPLICATION AND IS NOW ELIMINATED"

- A. Assure compliance to this Standard by your signature.

7.3 Measurement Standard: (Marketing)

The Contractor shall not initiate contact nor market independently to potential enrollees. No written information shall be provided to potential enrollees which has not been approved by MHDDSD.

Required Response:

A. Ensure compliance to this Standard by your signature.

7.4 Measurement Standard: (Enrollee Education)

The Contractor shall develop a culturally compatible mental health education plan that addresses prevention, maintenance of optimal mental health status, and promotes the self management of mental health problems where appropriate.

Required Response:

A. Describe your enrollee education plan.

The MCO will collaborate with CareOregon to develop culturally relevant materials and training opportunities on prevention, maintenance of optimal mental health and promotion of self management to CareOregon enrollees. Information will be made available in writing, as well as other methods appropriate and helpful to the diagnostic groups covered under the OHP. CareOregon already has significant numbers of health brochures and publications in languages other than english.

Prevention and early intervention are encouraged when a primary health care practioner is involved in assessing the total health needs of the individual. The MCO will link with primary health care physicians for on-site collaboration between mental health and primary health care professionals for consultation and educational opportunities at health care sites.

Prevention, maintenance of mental health status and self management tools are also necessary for clients experiencing treatment for mental health needs. The County currently contractually requires culturally compatible mental health services, including preventive services. To this end, it has developed specialized mental health services to culturally diverse populations and has provided and/or sponsored community trainings on the development of culturally competent services.

STANDARD #8: ENROLLEE RIGHTS AND RESPONSIBILITIES

MEDICAID ENROLLEES SHALL HAVE THE SAME BASIC HUMAN RIGHTS AND RESPONSIBILITIES AS OTHER ENROLLEES WHO RECEIVE SERVICES FROM THE CONTRACTOR.

8.1 Measurement Standard: (Rights)

The Contractor shall have written procedures to ensure enrollee rights as described in ORS 430.210, Rights of Service Recipients; Status of Rights. The Contractor shall provide the enrollee with a written copy of his/her rights and responsibilities at the time of enrollment into service. Rights include: freedom from abuse; service refusal; informed consent for services; confidentiality; and timely process for resolution of complaints and grievances.

Required Response:

- A. Ensure compliance with this Standard by your signature.

8.2 Measurement Standard: (Responsibilities)

The relationship between client and providers should be collaborative. This requires that treatment planning be a joint exercise, and that when agreed to, the client has responsibility to engage in agreed to behaviors, such as:

- a) keeping appointments;
- b) following a treatment regimen; and
- c) treating health care staff with dignity and respect.

Required Response:

- A. Ensure your participation in communication of these responsibilities to OHP enrollees in your service.

The MCO recognizes the relationship between client and providers should be collaborative. The County currently requires its mental health service system to provide individualized treatment planning that is a joint exercise between the provider and the client and family. Individualized treatment planning through a cooperatively developed plan of care allows for greater responsiveness to cultural, ethnic and other special needs of clients and families.

The outcome of joint planning, when agreed to, results in the agreed upon behaviors for the client. The MCO ensures it will participate in communicating these responsibilities to OHP enrollees in the MCO service.

STANDARD #9: RECORD KEEPING

THE CONTRACTOR MAINTAINS A RECORD KEEPING SYSTEM NECESSARY TO FULLY DISCLOSE AND DOCUMENT THE CONDITION OF THE ENROLLEE AND THE EXTENT OF SERVICES BOTH ARRANGED FOR AND PROVIDED TO ENROLLEES.

9.1 Measurement Standard: (Compliance with OARS)

New Administrative Rules will be written for mental health managed care organizations receiving pre-paid Medicaid payments on a capitation basis. The Contractor will be obligated by contract to comply with OARS.

Required Response:

- A. Ensure compliance to this Standard by your signature.

9.2 Measurement Standard: (Record Keeping System)

The Contractor shall maintain a service record keeping and filing system that conforms with professional practice, permits internal and external review, and facilitates an adequate system for follow-up treatment. All fiscal and statistical records and supporting documents shall be retained for a minimum of three (3) years after the close of the contract period or until all audit issues are resolved. Enrollee records shall be maintained for at least seven (7) years in accordance with OAR 309-16-030.

Required Response:

- A. Ensure compliance to this Standard by your signature.

9.3 Measurement Standard: (Sub-contractors)

In the case of services being provided by sub-contractors, there will be an adequate exchange of record information between entities to ensure care, coordination, continuity and safety of the enrollee.

Required Response:

- A. Ensure compliance to this Standard by your signature.

9.4 Measurement Standard: (Documentation of Screening and Communications)

Contractor clinical record keeping will include the following:

- * documentation in the medical chart of screening for mental health conditions (Note: This asterisk applies if you are a Contractor with authority over physical health care providers.)
- * documentation in the mental health chart of screening and referral by the mental health provider of an enrollee's

need to be referred to a primary care provider

- * documentation of receipt of mental health referrals from primary care and the disposition/outcome of those referrals

Required Response:

- A. Ensure compliance to this Standard by your signature.

9.5 Measurement Standard: (Confidentiality)

The MHDDSD expects that the Contractor will maintain the confidentiality of mental health record information and release of information in a manner consistent with applicable State statutes and federal statutes. (ORS 179.505 to 179.507)

Required Response:

- A. Ensure compliance to this Standard by your signature.

9.6 Measurement Standard: (Program Reviews)

Both the Contractor and sub-contractors shall cooperate with MHDDSD representatives for the purposes of program reviews, inspection and examination of the mental health record. This standard applies also to the medical chart and to records kept by sub-contractors. Program review visits to Contractors will be coordinated with OMAP to avoid undue burden on the Contractor.

Required Response:

- A. Ensure compliance to this Standard by your signature.

STANDARD #10: FINANCIAL SOLVENCY

THE CONTRACTOR SHALL PROVIDE EVIDENCE OF SOLVENCY. THE CONTRACTOR SHALL INCORPORATE SPECIFIC PROVISIONS AGAINST INSOLVENCY, COMMENSURATE WITH MEDICAID ENROLLMENT AND LEVEL OF RISK ASSUMED; DEMONSTRATE FINANCIAL MANAGEMENT ABILITY; AND GENERATE PERIODIC FINANCIAL REPORTS AND MAKE THEM AVAILABLE.

The specific measurements enumerated below are not intended to be considered in isolation from each other or to be comprehensive. When considered as a whole (and with additional information, as appropriate) they provide a basis for demonstrating general financial solvency and identifying changes to be addressed.

10.1 Measurement Standard (Stop-Loss Insurance)

The Contractor shall demonstrate to MHDDSD that reinsurance and/or alternative mechanisms to cover risk are sufficient. Contractors will be expected to maintain sufficient stop-loss insurance to cover estimated risk. Federally qualified HMOs may provide evidence of self-insurance. County mental health programs may provide evidence of an alternative plan to cover any operational loss.

Required Response

- A. Indicate your stop-loss insurance carrier or alternative mechanisms. Indicate if you intend to acquire stop-loss insurance through OMAP, rather than through the private market.

As indicated in the communication from D'Anne Gilmore on 8/26/94, this information is not yet available. Multnomah county would consider using one of the listed carriers. The County has experience with stop-loss insurance - Care Oregon is currently purchasing stop-loss insurance through OMAP. This was preceded by an OMAP stop-loss plan the partners purchased as a PCO provider. The level of additional coverage that might be required and the costs for same for the 25% mental health demonstration has yet to be determined.

As governmental entities, it is in our mutual best interests to discuss mutually beneficial stop/loss proposals. The County's participation in the Medicaid Demonstration is contingent upon the establishment of mutually agreeable stop/loss provisions.

- B. If applicable, describe the proposed methods of handling catastrophic coverage, out-of-area coverage, or other reinsurance arrangements.

Coverage of catastrophic or out-of-area events will be handled the way the county currently handles involuntary hospitalizations. Since inpatient services are the area of potential risk, we believe our many years of experience in balancing our budget in spite of this unpredictable County liability puts us in good position to predict very limited

liability for the 25% project. In addition, catastrophic coverage is not expected to be a major consideration because of risk sharing with providers.

- C. What procedures will you use to notify MHDDSD and OMAP of major unanticipated expenses that could trigger stop-loss payments?

If major unanticipated or uncovered expenses occur, they will be identified by the automated billing system and MHDDSD and OMAP will be notified as required.

10.2 Measurement Standard (Reserve Fund)

The Contractor shall establish and maintain a restricted reserve fund equal to two months of capitation premiums received from MHDDSD. County Mental Health Programs will be able to negotiate appropriate mechanisms for assuring coverage of financial obligations. In the instance of FCHPs, this reserve requirement may be factored into the formula under their contracts with OMAP. This may be reduced if participating mental health providers, or facilities are paid on a basis other than fee-for-service. For example, if mental health providers and/or specialists share in financial risk (including payment on a capitated or salaried basis) the reserve may be reduced, but not lower than the dollar value of two months' worth of claims for providers who do not share in financial risk.

MHDDSD may approve a Contractor without a restricted fund already established at levels described above if a credible plan to establish adequate reserves is provided and other financial viability and risk management indicators are acceptable.

Required Response:

- A. Indicate how you will meet the restricted reserve fund requirement.

This requirement will be met by dedicating carryover from all appropriate mental health service elements for this purpose. The initial amount will be at least \$200,000.

- B. Describe how you propose to maintain provisions against insolvency. Identify and describe your strategy, including any of the following, if applicable:

- (1) Hospital sponsor underwriting contract
- (2) Insolvency insurance
- (3) Adequate financial reserves
- (4) Performance bond

(5) Risk-sharing agreements with referral providers

(6) Other

It is not expected that this will be an issue. Participation in this 25% demonstration would represent a very small percentage of Multnomah County's total combined resources - well under 2% of total revenues.. The County carries a contingency fund of \$1.9 million for FY 94/95. In addition, the plan for risk sharing with various providers will further reduce Multnomah County's exposure to such a risk by subcapitating service payments with providers. The subcontract agreements with providers will spell out the conditions.

C. If your organization will require approval without a restricted fund at the indicated levels, describe your plan to establish adequate reserves and specify other financial viability and risk management indicators which support your proposal.

Not required.

D. A County Mental Health Program must briefly describe its proposed method for assuring coverage of financial obligations.

A combination of subcapitation, stop-loss insurance, reserve fund and the county's contingency fund provide ample protection from financial difficulty. Multnomah County has many years of experience with capitated Medicaid health service as a PCO and more recently with Care Oregon. Physical health services represent a much higher risk of catastrophic financial impact than mental health services yet the Multnomah County Health Department experienced a loss ratio of less than 1 in FY 1992.

10.3 Measurement Standard: (Hold Harmless)

The Contractor shall include in all contracts with participating providers a hold harmless provision prohibiting providers from billing enrollees, or the state, for covered services, at any time, even if the plan becomes insolvent. Contractors will be expected to provide copies of model contracts with their subcontractors.

Required Response:

A. Ensure compliance to this Standard by your signature.

See Attachment 10.3 Contract Boilerplate. (Note Item 11)

10.4 Measurement Standard: (Liability)

The Contractor shall have professional liability coverage of not less than \$500,000 per person per incident and not less than \$2,000,000 in the aggregate. County Mental Health

Programs will be able to negotiate with MHDDSD on the required Liability Coverage based upon the Contractors' existing Liability Coverage method.

Required Response:

A. Ensure compliance to this Standard by your signature.

10.5 Measurement Standard: (Additional Solvency Standards) This standard is not applicable to County Mental Health Programs.

In addition to the above items, MHDDSD shall take into account the following elements in assessing financial solvency:

- (1) Whether a Contractor has experienced and can demonstrate consistently positive or neutral earnings
- (2) Administrative expense as a percentage of total premium/capitation revenue
- (3) Net worth
- (4) The ratio between current assets and current liabilities (liquidity)
- (5) Sources of additional capital
- (6) Financial reserves of the Contractor's parent corporation or other legal entity which guarantees the liabilities of the Contractor

Required Response:

A. Provide any additional information which would aid MHDDSD in evaluating each of these elements.

Not applicable to CMHP's.

10.6 Measurement Standard: (Data Management)

The Contractor shall document procedures for capturing, compiling, and evaluating information and data concerning its financial operations.

Required Response:

A. Describe how you will gather and evaluate such data.

Multnomah County maintains a highly detailed, timely financial reporting system for all county agencies. This report is fund and appropriation based. Multnomah county is consistently a GFOA award winner for its accounting and reporting abilities.

B. Attach a copy of your monthly or quarterly financial management reports, if available.

See Attachment 10.6 B Multnomah County Financial Management Reports.

- C. If not currently using financial management reports, attach a copy of your proposed reports.

Not applicable.

10.7 Measurement Standard: (Future Cash Requirements)

The Contractor shall have a documented method for a quarterly determination of future cash requirements, projected a minimum of one year ahead.

Required Response: Responses A - F not applicable to County Mental Health Programs

- A. Describe the financial model your organization uses to determine future cash requirements.
- B. Attach the model's output for the most recent quarter, showing predicted cash flow requirements for, at a minimum, the following four quarters.
- C. Attach utilization and cost analyses used to project future costs.
- D. Describe how your organization evaluates such data. Describe your minimum cash requirements per quarter. Describe what costs are variable and fixed on a quarterly basis.
- E. Describe routine reports maintained and comparing current enrollee utilization to projected utilization. Attach. If not, how will you obtain this information?
- F. Include a pro forma income and expense statement for the upcoming 3 years.

A-F Not applicable to CMHP's.

- G. County Mental Health Programs should submit a budget of projected income and expenses.

See Attachment 10.7 G Community and Family Services Division FY94/95 Adopted Budget Revenue and Expenditure Summary.

10.8 Measurement Standard: (Incurred, But Not Reported Expenses)

The Contractor shall provide evidence of a reasonable method for determining, managing, and accounting for incurred but not reported (IBNR) expenses.

Required Response:

- A. Attach claims lag information used to calculate IBNR expenses, or describe the claims lag model that you will use.

The Multnomah County CFSD has many years experience dealing with and establishing an excellent system of tracking IBNR expenses for its involuntary hospital billings, which currently exceed \$1.4 million per year. We have developed accurate tracking and projection systems and have refined these systems to the point that we can anticipate costs for these 12 month delayed activities within 2% accuracy.

- B. Attach procedures to indicate compliance with this Standard.

Not applicable.

10.9 Measurement Standard: (Enrollment Changes)

The Contractor shall document its procedure for tracking additions and deletions of enrollees and accounting for monthly capitation payments.

Required Response:

- A. Attach procedures to indicate compliance with this Standard.

Our relationship with CareOregon will provide accurate and timely information about enrollment and any changes that occur.

10.10 Measurement Standard: (Tracking Claims Payment)

The Contractor shall document its procedures for tracking claims payment.

Required Response:

- A. Describe your procedures for tracking claims payment.

The County will decide as part of the implementation strategy whether it is most efficient and cost-effective to process claims in-house or to contract with an outside agency. There are existing systems in-house that could accommodate claims payment. The County's centralized Accounts Payable section operates a high-volume automated payables system with vendor and encumbrance tracking via the County's LGFS (Local Government Financial System). The County Health Department has a Medicaid claims processing and tracking system in place on the County mainframe computer. CareOregon has a system for tracking all enrollees and services. The Children & Family Services Division Resource Management Unit has a Medicaid billing system Medicaid. The County contracts out claims payment for its self-insured major medical plan for employees.

We are in the process of evaluating which of these systems would best meet the needs of the 25% project and would have the capacity to expand for full implementation of mental health coverage under the Oregon Health Plan.

10.11 Measurement Standard: (Incentive Payment (Risk))

The Contractor, if applicable, shall document and describe to participating subcontractors and/or providers its use of incentive payment mechanisms, risk-sharing, and risk-pooling.

Required Response:

- A. Describe your use of these incentive structures.

The primary incentive will be shared risk pools that will be available to convert to savings that will also be shared. In addition, a portion of the capitated payment will flow into a special reserve account (risk pool) in the form of a 10% withhold.

- B. Attach the relevant procedures to document your use of these incentive structures, and to inform participating

subcontractors and/or providers of their use.

Not applicable.

10.12 Measurement Standard (Audit)

The Contractor shall submit an annual external audit or review to MHDDSD or in the instance of FCHPs, to OMAP. Specific requirements shall be determined by MHDDSD on a contractor-specific basis, and will include total Contractor revenue as a percentage of total corporate or organizational revenue, total MHDDSD enrollment as a percentage of total Contractor enrollment (and if applicable, the total MHDDSD enrollment as a percentage of total corporate enrollment) and the financial condition (as represented by 11.14) of the Contractor (and of the corporation) if applicable, at the beginning of each contract period.

Required Response:

- A. Assure compliance to this Standard by your signature.
- B. Attach copies of your audited balance sheets and income statements for each of the last three fiscal years. If not already included in your statements, please include the following information for each of the last three fiscal years:

(1) Sources of Payment

- (a) Direct and third party revenues (indicate bad debt for each category)
 - (i) Private patient pay
 - (ii) Private health insurance
 - (iii) Medicare
 - (iv) Medicaid
 - (v) Other
- (b) Grants, gifts and donations
 - (i) Federal
 - (ii) State
 - (iii) Local
 - (iv) Private services
 - (v) Other
- (c) Total revenue

(2) Income Statement

- (a) Gross revenue from patient services
 - (i) Less deductions
 - (ii) Net revenue from services

- (iii) Other operating revenue
 - (b) Net operating revenue
 - (c) Operating expenses
 - (i) Salary, wages & benefits
 - (ii) Professional fees
 - (iii) Non-salary expense total
 - (d) Other expenses
 - (i) Depreciation and amortization
 - (ii) Interest
 - (iii) Total
 - (e) Income from operations
 - (f) Other income
 - (i) Investment income
 - (ii) Unrestricted donations
 - (g) Net income
- (3) Balance Sheet
- (a) Total current assets
 - (b) Net fixed assets
 - (c) Other assets
 - (d) Total liabilities
 - (i) Total current liabilities
 - (ii) Deferred revenue
 - (iii) Total long-term debt (less current portion)
 - (iv) Fund balance
 - (e) Liabilities plus fund balance

Not applicable for CMHP's.

10.13 Measurement Standard: (Quarterly Report)

The Contractor shall submit a Contractor-specific quarterly financial report to MHDDSD containing:

- (1) Statement of revenues, expenses, and net income.
- (2) Balance sheet.
- (3) Report of key financial indicators.

(4) Utilization data report for capitated services.

Required Response:

- A. Indicate your organization's willingness to comply with this Standard by signature.
- B. For Contractors currently operating under contract with OMAP, attach the most recent quarterly financial report containing the information required by Standard 10.13.

Not under contract.

- C. For proposed Contractors, attach a projected quarterly financial report containing the information required by Standard 10.13.

See Attachment 10.13 Multnomah County Comprehensive Annual Financial Report for 1991, 1992 and 1993

10.14 Measurement Standard: (Report of Costs)

Health care costs are to be reported by major category and subcategory of service with total and per capita values; utilization rates are to be reported by major category and subcategory of service, in units designated by MHDDSD.

Required Response:

- A. Indicate your organization's willingness to comply with this Standard by signature.

NOTE: MULTNOMAH COUNTY'S ADDITIONAL COMMENTS REGARDING FINANCIAL SOLVENCY AND RISK:

1. Reliability of data upon which rates are developed:

Multnomah County's participation in the Medicaid Demonstration is contingent upon the state demonstration that the rates can be supported by data from the most current fiscal year. The data upon which the payment rates have been developed for this RFP is several years old. While that data certainly has integrity for the year in which the services were provided, and can demonstrate some trends in service utilization, we know that there has been significant growth in Medicaid, including the addition of new billing codes, as a result of state policy decisions. For example, Medicaid mental health services to children grew exponentially after 1989 and may not have leveled off, as yet. Pre-certification of high cost service codes was not initiated until April 1994.

2. Actuarial Analysis:

The County will not perform the contract unless an independent actuarial analysis of the state's hard data is accomplished and confirms that the rates are sufficient to cover service

costs in Multnomah County.

3. Potential for Adverse Selection:

Participation in the demonstration, by Multnomah County is contingent upon the County's access to the data of our enrolled group, so that actual costss of service can be determined. The rates for the Medicaid Demonstration were derived from state aggregated values.

SECTION III

ATTACHMENTS

ATTACHMENT A
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
OHP RFP RESPONSE CORE TEAM

Member

Representing

Richard Angell, M.D.	Oregon Health Sciences University
Jay Bloom	Morrison Center
Susan Clark	Community and Family Services Div.
June Dunn	Mental Health Services West
(Kris Angell/	
David Pollack, M.D.)	
James Edmondson	Community and Family Services Div.
Rupert Goetz, M.D.	Oregon Health Sciences University
Norma Jaeger	Community and Family Services Div.
Dolores Morgan	Delaunay Mental Health Center
Phyllis Paulson/Kim Burgess	Garlington Center
Carole Romm	CareOregon
Rex Surface	Community and Family Services Div.

Elleen Deck and Judy Robison County Staff



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Work Group Members Multnomah County Response to 25% Oregon Health Plan RFP

Meeting Schedule and Member List

PLACE: All meetings:
McCoy Building - 426 SW Stark, Portland
7th Floor, Conf. Room B

DATE and TIME: August 8, August 22, August 29, 1994
MONDAY 9 AM to Noon

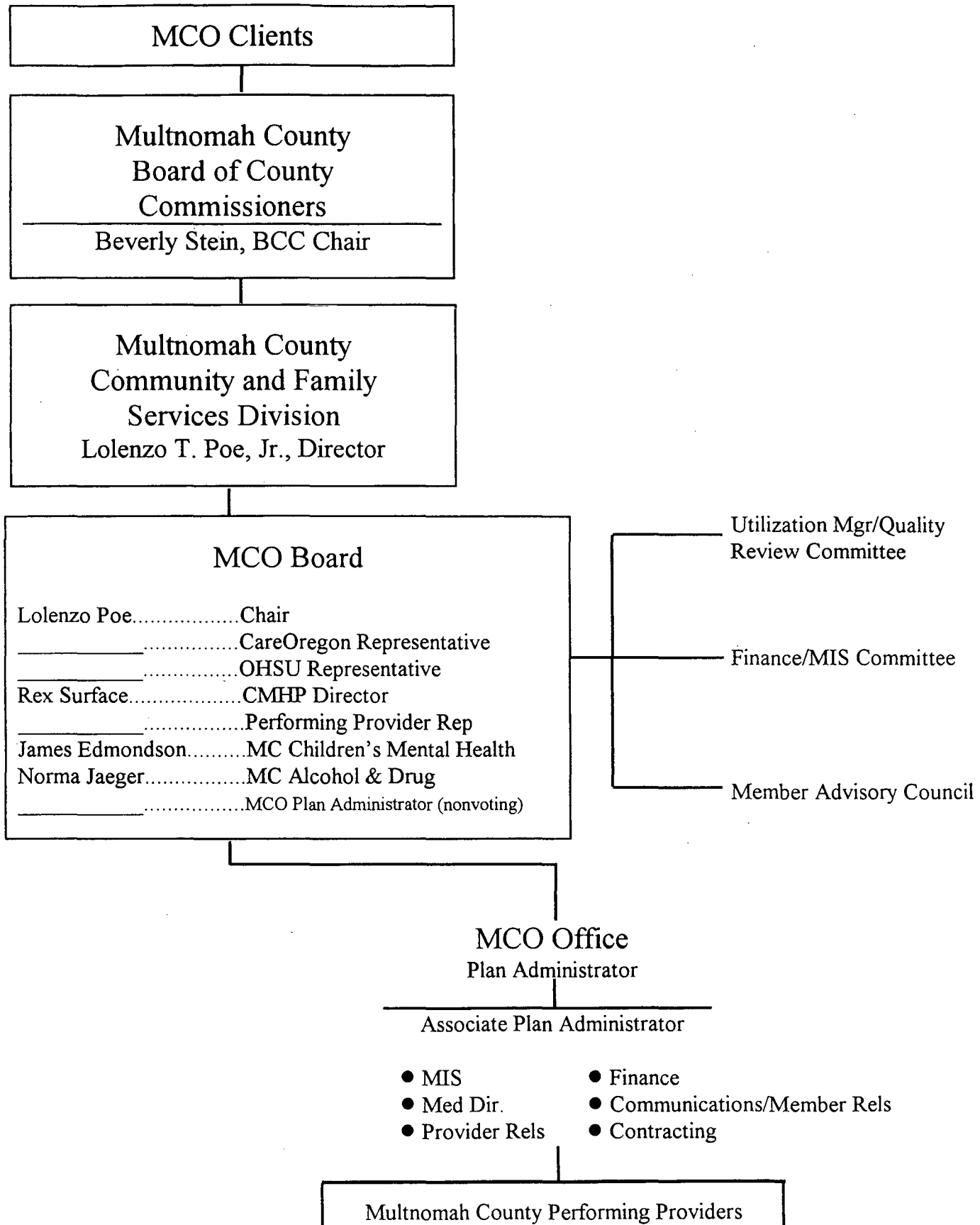
August 15, 1994
MONDAY 2 to 5 PM

Members

Chris Arthur, MD.	Technical Assistance for Community Services
Carol Boos,	MED Advisory Council Member
Rod Calkins,	Mt. Hood CMHC
Child and Adolescent Advisory Board Representative (2)	
Richard Angell, MD.	OHSU Child Psychiatry
Community and Family Services Division Fiscal Representative	
June Dunn,	Mental Health Services West
David Green,	MED Advisory Council Member
Allen Hunt,	Rosemont Residential Treatment Center
Bobby James,	Project for Community Recovery
Laura Jeibmann,	Metro Crisis Service
Kham One Keopraseuth,	OHSU Indochinese Psychiatric Program
Karen Maki,	CareOregon
Karla McFarland,	DePaul Treatment Center
Dolores Morgan,	Delaunay Mental Health
Tichenor McBride,	Multnomah County Corrections
Phyllis Paulson,	Garlington Center
Donna Shilts Maresh	Partners Project Local Advisory Board

Revised 8/5/94

**Attachment 1.1
MCO Organizational Chart**





Attachment 1.2
Letters of Commitment

185 P01

AUG 29 '94 14:23

MULTNOMAH COUNTY OREGON

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RECEIVE

AUG 30 1994

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TANYA COLLIER • DISTRICT 3 COMMISSIONER
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LETTER OF COMMITMENT

August 29, 1994

MULTNOMAH COUNTY
CHILDREN'S MENTAL HEALTH & YOUTH PROGRAM OFFICE

Multnomah County's Community and Family Services Division requests that Mental Health services providers indicate, by signature below, their willingness to participate on an open panel of providers for the Oregon Health Plan Medicaid Demonstration, beginning January 1, 1995. This will involve forms of risk sharing between the County and its Panel of Providers for populations served, such as sub-capitation and/or fee-for-services with developed risk pools. A signature below indicates a willingness to participate as a panel provider and, once the award is received, to enter into negotiations with the county. This negotiation would determine rates for participation in sub-capitation and/or fee for service risk pools.

The following information is needed from your agency to assist with response to the RFP standards. This information must be returned to the Community and Family Services Division by Friday, September 2, 1994. Please return it to: Judy Robison, 426 S.W. Stark, 7th Floor, Portland, 97214; or FAX to 248-3328. Thank you for your assistance in this matter.

1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: X
adults _____
both _____

Area(s) of specialty (if any) _____

2. Number of mental health staff in our agency: children & families 80 adults _____
Ratio of agency personnel to clients served: children & families * adults _____ ** varies from 1:3 to 1:20*
3. If trainees or interns will be used in services delivered to members, briefly describe how and what depend
are the supervisory arrangements: no *in program*

Albertina Kern Centers
Agency Name
424 NE 22nd Ave. Portland, OR 97232
Address
[Signature]
Executive Director (signature)

8/29/94
Date

Post-It™ Fax Note	7871	Date	8-29-94	# of pages	1
To	Chris	From	Mike M.		
Co./Dept.	AKC	Co.	KYFC		
Phone #	289-8106	Phone #	255-4205		
Fax #	✓	Fax #	255-5095		

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LETTER OF COMMITMENT

August 29, 1994

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: ☒
adults
both

Area(s) of specialty (if any) youth and families in shelter residential
+ respite for partners youth

2. Number of mental health staff in our agency: children & families 10 adults
Ratio of agency personnel to clients served: children & families 8-10 adults

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: no

Boys & Girls Aid
Agency Name
118 Broadway Ct. Portland Ore 97201
Address
[Signature]
Executive Director (signature)

9/6/94
Date



MULTNOMAH COUNTY OREGON

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LETTER OF COMMITMENT

August 29, 1994

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The following information is needed from your agency to assist with response to the RFP standards. This information must be returned to the Community and Family Services Division by Friday, September 2, 1994. Please return it to: Judy Robison, 426 S.W. Stark, 7th Floor, Portland, 97214; or FAX to 248-3328. Thank you for your assistance in this matter.

1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults: X
both: _____

Area(s) of specialty (if any) 1. Inpatient & outpatient detoxification 2. Outpatient treatment 3. Alcohol and drug free housing

2. Number of mental health staff in our agency: children & families _____ adults 200
Ratio of agency personnel to clients served: children & families _____ adults approx. 1:70

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: * See Attached

Central City Concern

Agency Name

709 NW Everett, Portland, OR 97209

Address

Deborah J. Wood
Executive Director (signature)

Deborah J. Wood

9-6-94
Date

- *3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements:**

Acupuncture trainees and interns are supported and certified by the Oregon College of Oriental Medicine and supervised by David Eisen, a qualified clinical supervisor. Chemical dependency counselors are certified and supported by Portland Community College and supervised by a qualified clinical supervisor. Master of Social Work students are certified and supported by Portland State University and supervised by a qualified supervisor/field instructor.



MULTNOMAH COUNTY OREGON

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PORTLAND, OREGON 97204
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TDD (503) 248-3596

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LETTER OF COMMITMENT

August 29, 1994

Multnomah County's Community and Family Services Division requests that Mental Health services providers indicate, by signature below, their willingness to participate on an open panel of providers for the Oregon Health Plan Medicaid Demonstration, beginning January 1, 1995. This will involve forms of risk sharing between the County and its Panel of Providers for populations served, such as sub-capitation and/or fee-for-services with developed risk pools. A signature below indicates a willingness to participate as a panel provider and, once the award is received, to enter into negotiations with the county. This negotiation would determine rates for participation in sub-capitation and/or fee for service risk pools.

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: X
adults X
both X

Area(s) of specialty (if any) Dual Diagnosis (Mental Health & Substance Abuse) and multi cultural services and high risk services

2. Number of mental health staff in our agency: children & families 7 adults 10
Ratio of agency personnel to clients served: children & families 1:18 adults 1:21

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: If trainees or interns are used to deliver services, they will be supervised by qualified mental health professionals who will also be licensed.

Center For Community Mental Health

Agency Name

6329 N.E. Martin Luther King Jr. Blvd.

Address

[Signature]
Executive Director (signature)

9-2-94
Date

Andre Stewart
Fiscal and Administration Manager
Signing for Carol Chism, Executive Director



MULTNOMAH COUNTY OREGON

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both X

Area(s) of specialty (if any) _____

2. Number of mental health staff in our agency: children & families 7.5 adults 14
Ratio of agency personnel to clients served: children & families 1:56 adults 1:36

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: SEE ATTACHED

DELAUNAY FAMILY OF SERVICES

Agency Name

5139 N. LOMBARD, PORTLAND, OR 97203

Address

Dolores Morgan
Executive Director (signature)

8/30/94
Date

In addition to mental health services, we also provide:

- 16 supported housing units
- 20 residential care beds
- DSS and GST to 55 persons a month

3. 3. Trainees provide outpatient psychotherapy services to individuals, couples, families and groups. All trainees (interns, social work students, M.A. level practicum student) are supervised by licensed clinicians (Psychologists, Licensed Clinical Social Workers). All trainees receive two hours of individual supervision per week plus one and one half hours of group supervision.



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: ☒
adults: ☐
both: ☐

Area(s) of specialty (if any) daily structure + support, acute tx, wraparound.

2. Number of mental health staff in our agency: children & families 15 adults
Ratio of agency personnel to clients served: children & families adults

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: Clinical Supervision is provided

by LCSWs, Clinical psychologists, & M.D.

Edgelyfield Children's Center

Agency Name

2408 SW Halsey, Portland, OR 97206

Address

[Signature]
Executive Director (Signature)

9-1-94
Date



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both X

Area(s) of specialty (if any) _____

2. Number of mental health staff in our agency: children & families 20 adults 81
Ratio of agency personnel to clients served: children & families 1:5.7 adults 1:9.7

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: Supervisors arrangements are made within the agency by highly qualified professional staff members

Garlington Center

Agency Name

911 N Skidmore, Portland, OR 97217

Address

Executive Director (signature)

Cherie S. Paulson

9/2/94

Date



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults: _____
both: ☒ _____

Area(s) of specialty (if any) homelessers, Dual Diagnosis, outreach for diff. to serve

2. Number of mental health staff in our agency: children & families 20 FTE adults 33.55 *
Ratio of agency personnel to clients served: children & families 1:18 adults 1:81 **

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: Trainees are supervised by a person who is licensed in the relevant specialty (eg, L.C.S.W., Ph.D.)

Mental Health Services West
Agency Name
710 S.W. 2nd
Address
June A. Gunn
Executive Director (signature)

8/31/94
Date

- * Does not include M.D.'s, nurses, skills trainers or residential staff who do not carry primary clinical responsibility
** Adult client numbers include brief crisis evaluations



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both ☒ _____

Area(s) of specialty (if any) Truancy & Assessment Transportation

2. Number of mental health staff in our agency: children & families _____ adults 23 QMHP
Ratio of agency personnel to clients served: children & families _____ adults 6 Transportation

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: none

Metro Crisis Line / Portland Services
Agency Name

PO Box 637 Portland OR 97207
Address

[Signature]
Executive Director (signature)

Aug 29, 1994
Date



MULTNOMAH COUNTY OREGON

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: ☒

adults ☐

both ☐

Area(s) of specialty (if any)

Psychological Evaluations

Day + residential treatment for seriously abused children 3 to 5
" " " " adolescent substance abusers
" " " " child sex offenders

2. Number of mental health staff in our agency: children & families 30 adults

Ratio of agency personnel to clients served: children & families 1700 adults

served yearly

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: for 23 years we have been an APA approved psychologist
life-ship site. Each intern has a primary + secondary supervisor. Primary
supervision meets weekly with intern.

Morrison Center Child & Family Services

Agency Name

930 NE Holladay Suite 125 Portland, OR 97232

Address

Executive Director (signature)

Date

8/29/94



MULTNOMAH COUNTY OREGON

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both X

Area(s) of specialty (if any) Shore-based services, Hispanic Outreach Program, Older Adult Services, Integrated Family Services, Intensive Case Management

2. Number of mental health staff in our agency: children & families 32 adults 72
Ratio of agency personnel to clients served: children & families 1:20 adults 1:15 -> 1:40

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: See attached

Mt Hood Community Mental Health Center
Agency Name
400 NE 7th Ave, Gresham OR 97232
Address

Deborah Manning, Associate Director
Executive Director (signature)
for Rod Collins, Executive Director

9/1/94
Date

Masters and doctoral level students in counseling, social work, art therapy or psychology may be utilized for service delivery. They may act as primary therapists or case managers for small caseloads. They receive close weekly individual supervision, as well as weekly group supervision. Specialized training is provided. The matching of site, supervisor and intern is carefully implemented and monitored in close collaboration with the school. Training and supervision offered through these student programs meet individual school requirements, state requirements for residencies, as well as national standards as described by the APA.



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both X

Area(s) of specialty (if any) See page 2, Attachment "A"

2. Number of mental health staff in our agency: children & families 10 adults 65 (*)
Ratio of agency personnel to clients served: children & families 1:23 adults 1:22

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: See page 2, Attachment "A"

Network Behavioral HealthCare, Inc.

Agency Name

5415 SE Milwaukie Ave., #3, Portland, OR 97202

Address


Executive Director (signature)

9/1/94

Date

(*) Families are seen in numerous programs other than the children's program.

Multnomah County
Network Behavioral HealthCare, Inc.
Letter of Commitment
Page 2

Attachment "A"

#1. *Area(s) of specialty (if any):* Geriatric, Crisis, Critical Incident Debriefing, Axis II with high acute care use, Psycho Social Rehabilitation, Training, Mediation, Organizational Development.

#3. *If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements:* Network Behavioral HealthCare, Inc. offers a coordinated, agency-wide practicum program for student interns. An average of 8 students per year from the Bachelors to Doctorate level are placed in practica at the Network during the academic year. All students participate in a 3 day orientation program and a bi-monthly student/staff seminar. In addition, all students receive a minimum of one hour supervision per week, attend weekly staff meetings, and usually attend bi-monthly group case consultation with a psychiatrist.



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both ☒ _____

Area(s) of specialty (if any) _____

see attached

2. Number of mental health staff in our agency: children & families 34 adults 6

Ratio of agency personnel to clients served: children & families ☒ adults ☒

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: see attached

*positive
some do
very little
direct
clinical
care.*

OHBU, Dept. of Psychiatry
Agency Name

Address

2181 SW. San Jackson Pl. Rd.

Portland, 97201

Address

Reupert, J. H.
Executive Director (signature)

Director, Managed Care

9-6-94

Date

Mental Health Services Information

Note: The programs are listed giving a descriptive title. In parenthesis the services available through each of these programs is added.

Name: Oregon Health Sciences University
Department of Psychiatry

Programs: Adult Acute/Emergency Programs:

Emergency Psychiatry Service
(Telephone response)
(Walk-in evaluations 24 hrs)
(Evaluation for hospital admissions)
(Doctor's court holds)
(Crisis psychotherapy)
(Outpatient referrals)

Adult Acute Inpatient Programs:

Psychiatry Services (2 units, 34 beds total)
(Intensive psychiatric evaluation)
(Intensive psychiatric treatment)
(Individual therapy)
(Group therapy)
(Occupational therapy)
(Social evaluation)
Inpatient Consult/Liaison Service
(Psychiatric evaluations on other services)
(Psychiatric treatment)
(Crisis intervention)

Adult Outpatient Programs

Psychiatric Partial Day Hospitalization Service
(Screening and assessments)
(Intensive day treatment)
(Individual psychotherapy)
(Group psychotherapy)
(Case management)
(Occupational therapy)
(Psychiatric evaluations)
(Medication management)

Adult Outpatient Clinic

(Evaluation and assessments)
(Individual psychotherapy)
(Group psychotherapy)
(Family therapy)
(Medication management)
(Laboratory monitoring)
(Clinical consultation)

Specialty Programs:

(Services similar to Adult Outpatient Clinic, though emphasizing their particular area in a formal, regularly scheduled clinic)

Anxiety Disorders Clinic
Mood and Memory Clinic
Winter Depression Clinic
Sleep Disorders Clinic
Schizophrenia Clinic
Psychopharmacology Consultation Clinic
Family Therapy Clinic
Geropsychiatry Clinic
Indochinese Treatment Program

Children and Family Programs:

Child and adolescent treatment program
(Intake and assessment)
(Child psychiatric evaluations)
(Individual treatment)
(Medication evaluation and monitoring)
Child and adolescent specialty programs
(ADD clinic)
(Depression clinic)

Alcohol and Drug Abuse Programs:

Alcohol Treatment and Training Center "ATTC"
(Outpatient alcohol and CD Treatment)
(Intake and assessments)
(Individual therapy)
(Group therapy)
(Medication evaluation and monitoring)

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rrg 082694



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: ☒
adults: ☒
both: ☐

X application in process

Area(s) of specialty (if any) _____

2. Number of mental health staff in our agency: children & families 8 adults 18
Ratio of agency personnel to clients served: children & families 1:15 adults 1:15

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: trainees are supervised weekly

by graduate faculty who are doctoral level.

Mental Health Nursing Clinic
OHSU

Agency Name

2230 NW Pettygrove, Portland, OR 97210

Address

Carol Orland Pay

Executive Director (signature)

9/8/94

Date



MULTNOMAH COUNTY OREGON

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Multnomah County's Community and Family Services Division requests that Mental Health services providers indicate, by signature below, their willingness to participate on an open panel of providers for the Oregon Health Plan Medicaid Demonstration, beginning January 1, 1995. This will involve forms of risk sharing between the County and its Panel of Providers for populations served, such as sub-capitation and/or fee-for-services with developed risk pools. A signature below indicates a willingness to participate as a panel provider and, once the award is received, to enter into negotiations with the county. This negotiation would determine rates for participation in sub-capitation and/or fee for service risk pools.

The following information is needed from your agency to assist with response to the RFP standards. This information must be returned to the Community and Family Services Division by Friday, September 2, 1994. Please return it to: Judy Robison, 426 S.W. Stark, 7th Floor, Portland, 97214; or FAX to 248-3328. Thank you for your assistance in this matter.

1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: x
adults x (18-21 years old)
both

Area(s) of specialty (if any) Homeless Youth

2. Number of mental health staff in our agency: children & families 5 adults
Ratio of agency personnel to clients served: children & families 75 adults

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: One MSW intern supervised by the coordinator of the Youth Program, Maureen Brennan, LCSW

Outside In

Agency Name 1236 SW Salmon, Ptld, OR 97205

Address Kathy J. Oliver, MUs
Executive Director (signature)

8-30-94
Date

RECEIVED
SEP 02 1994

MULTNOMAH COUNTY
CHILDREN'S MENTAL HEALTH & YOUTH PROGRAM OFFICE

AN EQUAL OPPORTUNITY EMPLOYER



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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- 1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:**

children & families: X
adults _____
both _____

Area(s) of specialty (if any)

2. Number of mental health staff in our agency: children & families 108 adults
Ratio of agency personnel to clients served: children & families 1:3 adults

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: They receive individual and group supervision weekly.

Parry Center for Children
Agency Name
3415 S. E. Powell
Address
Marie S. Quenz
Executive Director (signature)

9/9/94
Date



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults: X
both: _____

Area(s) of specialty (if any) Chronicallly Mentallly Ill & Personality Disordered Pts.

2. Number of mental health staff in our agency: children & families _____ adults 16 including psychiatric
Ratio of agency personnel to clients served: children & families _____ adults 1:5

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: None currently

Providence Adult Day Treatment

Agency Name

5251 NE CLISAN ST. - PORTLAND 97213

Address

[Signature]
Executive Director (signature)

9/2/94
Date



MULTNOMAH COUNTY OREGON

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: ☒
adults: ☐
both: ☐

Area(s) of specialty (if any) female adolescents

2. Number of mental health staff in our agency: children & families 26 adults
Ratio of agency personnel to clients served: children & families 1:2 adults

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: N.A.

Agency Name

Address

Executive Director (signature)

Date

ROSEMONT SCHOOL, INC.
ALLEN L. HUNT, Exec. Dir.
597 N. DEKUM ST.
PORTLAND, OR 97217
503 - 283-2205

 9/2/94



MULTNOMAH COUNTY OREGON

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SEP 08 1994

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LETTER OF COMMITMENT CHILDREN'S MENTAL HEALTH & YOUTH PROGRAM OFFICE

August 29, 1994

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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults ☒ _____
both _____

Area(s) of specialty (if any) Residential Secure Treatment Centers

2. Number of mental health staff in our agency: children & families _____ adults 35 F.T.E.s + call
Ratio of agency personnel to clients served: children & families _____ adults 1 to 6 on Night Shift
1 - 4 on Day/PM's

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: We have used R.N. & D.T. interns who are always closely supervised & have no primary responsibility for clients.

Ryles Center for Evaluation & Treatment
Agency Name

3339 S.E. Division, Portland, Or 97232
Address

Maxine Stone
Executive Director (signature)

8-30-94
Date



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1. Please indicate (with a check in the blank provided) if your agency provides mental health and related services to:

children & families: _____
adults _____
both ☒ _____

Area(s) of specialty (if any) Mostly Children & Families and some adults

2. Number of mental health staff in our agency: children & families 10 adults 3
Ratio of agency personnel to clients served: children & families 1:5 adults 1:10

3. If trainees or interns will be used in services delivered to members, briefly describe how and what are the supervisory arrangements: _____

Waverly Childrens Home
Agency Name
3550 S.E. Woodward St. Portland, OR. 97202
Address

Cynthia A. Thompson
Executive Director (signature)

Sept. 1, 1994
Date

by Timothy Koo
Assoc. Director

Attachment 1.3A

Professional Experience Summary

Name: Lorenzo T. Poe, Jr.
Title: Director, Community and Family Services Division
421 S.W. 5th, 2nd Floor, Portland, OR 97204
Phone: (503) 248-5212
Fax: (503) 248-3379

Home: 5703 N.E. Church
Portland, OR 97218
Phone: (503) 281-5272

Degree: Master of Public Administration, (M.P.A.)

SKILLS: Alcohol Prevention Programs, Alcohol Treatment Programs; Community-Based Corrections; Community Work Services; Counseling; Deinstitutionalization; Delinquency Prevention; Drug Education Programs; Drug Prevention Programs; Drug Treatment Programs; Group Homes; Juvenile Community-Based Treatment; Juvenile Court System; Juvenile Detention; Juvenile Diversion; Juvenile Employment; Juvenile Gangs; Juvenile Institutions; Juvenile Justice Legislation; Mediation; Minorities and the Juvenile Justice System; Probation; Program Evaluation; Program Planning and Implementation; Restitution; and Serious/Violent Juvenile Crime.

SYNOPSIS: Mr. Poe is currently employed as the Director of the Multnomah County Community and Family Services Division. In this position he is responsible for the management of: mental health services to youth and adults; alcohol and drug services; care for the developmentally disabled; youth service centers, juvenile employment and diversion programs; and housing and community action programs. He was previously the Manager of the Resource and Development section of the Multnomah County Juvenile Justice Division. In that role he was responsible for policy management, contract development, contract monitoring, fiscal and budget operations, program and grant development, and intergovernmental relations. He was also responsible for the supervision of the community services programs and those relating to juvenile employment programs, restitution, drug and alcohol, as well as law related education programming for gang involved youth. Mr. Poe has significant professional accomplishments including creating a residential facility for high-risk juvenile youth gang members; creating and serving as chair of a nationally recognized committee of community-based providers and juvenile justice professionals, which plans and coordinates the services of 30 community-based agencies that

provide services to gang youth; creating and serving as Chairperson of the Employment Coalition of Private Business, a community-based organization that secures employment opportunities for high-risk juvenile gang members; and creating and directing the first juvenile diversion center in Northeast Portland. In addition, Mr. Poe was appointed by the Governor to the State's Children, Youth, and Family Services Commission and the State Juvenile Justice Council. Mr. Poe received a B.S. in Public Administration from Oregon State University in Corvallis, Oregon, and an M.P.A. from the City University of Vancouver, in Vancouver, Washington and has certifications in management and cultural training.



MULTNOMAH COUNTY OREGON

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July 30, 1994

Eileen C. Deck

MANAGED CARE PLANNING TEAM COORDINATOR

DEFINITION

To provide supervision of managed care operations for the Community and Family Services Division, including planning and program development, analysis and recommendation of division fiscal operations for managed care, analysis of Management Information System needs and functions and development of policy direction proposals for managed care for the division.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Community and Family Services Division.

EXAMPLES OF DUTIES

Analyze current fiscal and MIS systems and recommend direction required for implementing managed care.

Recommend policy direction to Division Director and prepare long and short term planning and direction for the Division.

Coordinate with other county divisions and personnel regarding implications of managed care and preparation of the County.

Facilitate Division planning for implementation of systems of care within the community and its link to community social services.

Provide and coordinate staff training regarding managed care within the County.

Facilitate meetings with various audiences, such as focus groups on managed care for mental health and alcohol and drug programs, presentations or meetings concerning managed care for provider groups in mental health and alcohol and drug programs, etc.

Coordinate information systems and programming with other County divisions and County Chair's office, when requested by Division Director.

Develop any responses to RFP's concerning managed care for mental health and alcohol and drug programs and services.

Coordinate with fiscal and MIS managers within the division to prepare for managed care and to ready the organization through short and long range planning.

Supervise staff related to managed care operations and coordinate with other county personnel who are affected and who participate in managed care operations.

Manage budget provided for this planning area.

Represent the Division when managed care is presented to audiences, internal and external, or when a division presence is considered necessary or appropriate.

QUALIFICATIONS

Knowledge of:

Managed Care in Systems of Care for children and families in mental health and alcohol and drug areas.

Fiscal management and budget development.

Management Information Systems and the needs of managed care client tracking, contracting, authorization, billing and payment requirements and system needs.

Information about national and state trends in managed care.

Managed Care resources for public and private entities.

Personnel supervision techniques and practices.

Ability to:

Provide planning and program development in mental health and alcohol and drug areas.

Provide direction of the division to position programs to utilize public funding mechanisms to the greatest degree possible.

Coordinate staff across program areas and work effectively for a common goal.

Plan, organize and schedule one's own and staff work loads to accomplish stated goals and objectives.

Analyze published materials in the field and distill it into proposed policy and program direction for supervisor.

Work cooperatively with other division and agency managers in developing policy proposals and setting division and agency goals related to service to children and families.

Supervise staff, resolve work load issues and coordinate across program staff.

Analyze MIS and fiscal systems to determine strengths and weaknesses and propose direction for upgrades or refinements, as needed.

Analyze and coordinate information and data across program areas and develop a plan for the division to maximize funding and planning opportunities within the area.

Coordinate with public and private entities serving children and families to generate creative and

efficient fiscal and program options within county programs.

Communicate effectively with other child serving agencies outside the county administered programs for efficient and effective resource management and program development.

MINIMUM QUALIFICATIONS

Master's Degree in mental health or related field.

Minimum of two years of supervision of staff in mental health, alcohol and drug or related field.

Experience working with children who are mentally and emotionally disturbed, and their families, to develop care resources, supervision and/or placement.

Experience coordinating services with a variety of administrative agencies such as county and state child welfare, local schools or other agencies.

Experience with interagency work and collaboration.

Experience in developing RFP or similar proposals.

Experience and strength in public meeting presentation, facilitation and planning.

Experience developing and/or facilitating parent advisory groups and involving community advocates in program planning, implementation and evaluation.

Experience in and knowledge of national system reform in mental health or alcohol and drug services for children and families.

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
1	Define priority population services	Define priority population services											
2	Define service descriptions	Define service descriptions											
3	Define service procedure codes	Define service procedure codes											
4	Define Non-Title XIX benefit package	Define Non-Title XIX benefit package											
5	Define Title XIX benefit package	Define Title XIX benefit package											
6	Clarify service model/flow	Clarify service model/flow											
7	Non-Title XIX	Non-Title XIX											
8	Title XIX	Title XIX											
9	Coordinate with CareOregon County mgmt function	Coordinate with CareOregon County mgmt functions											
10	Enrollment	Enrollment											
11	Case management	Case management											
12	Payment authorizations	Payment authorizations											
13	Referrals	Referrals											
14	Claims processing	Claims processing											
15	Claims payment	Claims payment											

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
16	Utilization management	Utilization management											
17	Quality management	Quality management											
18	Clarify staff responsibility for mgmt. functions	Clarify staff responsibility for mgmt. functions											
19	Enrollment	Enrollment											
20	Case management	Case management											
21	Payment authorizations	Payment authorizations											
22	Referrals	Referrals											
23	Claims processing	Claims processing											
24	Claims payment	Claims payment											
25	Utilization management	Utilization management											
26	Quality management	Quality management											
27	Develop management function systems	Develop management function systems											
28	Enrollment	Enrollment											
29	Case management	Case management											
30	Payment authorizations	Payment authorizations											

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
31	Referrals												
32	Claims processing												
33	Claims payment												
34	Utilization management												
35	Quality management												
36	Train staff re: new management functions												
37	Define outcome/performance measures												
38	Recidivism												
39	Level of functioning												
40	Encounters with the law												
41	Program assistance (IGA measures)												
42	Other												
43	Develop consumer information												
44	Study financial structure												
45	Define Non-Title XIX structure												

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
46	Define Title XIX structure		Define title XIX structure										
47	Gather key cost data		Gather key cost data										
48	Define cost data elements		Define cost data elements										
49	Develop data collection format		Develop data collection format										
50	Distribute data forms to providers					Distribute data forms to providers							
51	Analyze cost data		Analyze cost data										
52	Report cost data		Report cost data										
53	Interpret/review cost data		Interpret/review cost data										
54	Develop service package cost estimates		Develop service package cost estimates										
55	Non-Title XIX			Non-Title XIX									
56	Title XIX			Title XIX									
57	Define payment mechanism options		Define payment mechanism options										
58	Capitation		Capitation										
59	Fee-for-service (capped schedule)		Fee-for-service (capped schedule)										
60	Fee-for-service (discounted rates)		Fee-for-service (discounted rates)										

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
61	Fee-for-service (polled)		Fee-for-service (polled)										
62	Episode of care fee		Episode of care fee										
63	DRG fee		DRG fee										
64	Per diem		Per diem										
65	Other		Other										
66	Determine payment mechanisms				Determine payment mechanisms								
67	Non-Title XIX				Non-Title XIX								
68	Title XIX				Title XIX								
69	Determine prices				Determine prices								
70	Non-Title XIX				Non-Title XIX								
71	Title XIX				Title XIX								
72	Develop third party payor policies				Develop third party payor policies								
73	Develop budget		Develop budget										
74	Define administrative costs		Define administrative costs										
75	Define service costs		Define service costs										

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
76	Develop financial reporting requirements	Develop financial reporting requirements											
77	Implement Service Delivery System												
78	Implement administrative functions												
79	Revise organizational structure/chart												
80	Implement enrollment functions												
81	Implement case management functions												
82	Implement payment authorization functions												
83	Implement referral functions												
84	Implement claims processing functions												
85	Implement claims payment functions												
86	Utilization management												
87	Quality management												
88	Implement service delivery system												
89	Develop general description of work												
90	Develop provider contract language												

Attachment 1.4
MCO Timeline
July 1, 1994 - June 30, 1995

ID	Name	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
91	Obtain Work Group input				Obtain Work Group input								
92	Obtain CAMHPAC input				Obtain CAMHPAC input								
93	Obtain county approval				Obtain county approval								
94	Negotiate contracts					Negotiate contracts							
95	Process contracts					Process contracts							
96	Conduct provider training sessions					Conduct provider training sessions							
97	Develop, Implement programs							Develop, Implement programs					
98	Continue planning							Continue planning					



What if I believe my complaint has not been resolved through the informal process?

Hopefully the issues will be resolved through the informal process. If you are not satisfied with the results of the informal process, you may pursue your complaint by contacting:

Department of Justice
Coordination and Review Section
PO Box 66118
Civil Rights Division
U.S. Department of Justice
Washington D.C. 20035-6118

Who will advocate for me?

The City/County Advisory Committee on the Disabled (CCACD) a part of the Metropolitan Human Rights Commission provides advocacy, technical assistance, and referrals for people with disabilities.

This service is available for all persons with disabilities in the City of Portland and Multnomah County. CCACD is committed to reducing and removing barriers in promoting awareness, equality and accessibility.

CCACD can be reached by writing to:
City/County Advisory Committee on the Disabled
Metropolitan Human Rights Commission
1120 SW Fifth, Room 516
Portland, Oregon 97204-1989

You may also call the CCACD during normal business hours at:

503-823-5136 V/TDD/TT

City of Portland and Multnomah County Employment Programs

Both the City of Portland and Multnomah County are dedicated to providing equal opportunity and reasonable accommodations for qualified applicants and employees with known disabilities. Requests for reasonable accommodations of known disabilities may be made throughout the employment process. Self-disclosure of a disability is strictly voluntary and confidential. All medical information is kept in strict confidence as required by the ADA. You may contact the appropriate Personnel Offices by writing or calling:

City of Portland
Bureau of Personnel
1220 SW Fifth, Room 100
Portland, Oregon 97204
Phone: 503-823-4352 or 823-3520 TDD/TT

Multnomah County
Employee Services Division
PO Box 14700
Portland, Oregon 97214
Phone: 503-248-5015 or 248-5170 TDD/TT

Complaint procedures covering employment and personnel matters are found in City of Portland and Multnomah County Affirmative Action Plans.

City of Portland passed resolution No. 34945 on February 5, 1992 to reaffirm its intent to comply with the provisions of the ADA.

Multnomah County passed resolution 92-15 on January 23, 1992 to reaffirm its intent to comply with the provisions of the ADA.

City/County Affirmative Action Office
1220 SW Fifth, Room 104
Portland, Oregon 97204
Phone: 823-4164
City Information: 823-6868 TDD/TT
County Information: 248-5040 TDD/TT



City of Portland and Multnomah County

Guide to citizens concerning Title II (Government Services) of the Americans with Disabilities Act of 1990.

This brochure is available in accessible format upon request.



Who is protected by the Americans with Disabilities Act?

Title II protects the following people:

- Someone who has a physical or mental impairment or a record of a physical or mental impairment that limits one or more major life activities.
- Someone who is regarded as having a physical or mental impairment that substantially limits their major life activities whether they have the impairment or not.
- A state or local government may not discriminate against a person because of their known relations or association with persons who have disabilities.

The primary goal of the City of Portland and Multnomah County is to ensure that anyone who is qualified and has a disability is protected from discrimination when using City or County programs, services or activities.

How are people protected by the Americans with Disabilities Act?

People with disabilities must be integrated into the programs, services or activities to the maximum extent possible.

Separate programs are permitted when necessary to ensure equal opportunity. This program must be appropriate to the individual.

Someone with a disability cannot be left out from the regular program or required to accept special services or benefits.

The City and County may impose legitimate safety requirements based on real risks not on speculation, stereotypes and generalizations. These are necessary for the safe operation of programs, services and activities.

What are programs, services and activities?

Programs, services and activities are those elements which provide benefits or services directly or indirectly to the public. City and County programs, services and activities are accessible to persons with disabilities but not every facility is accessible. Transition plans for making facilities accessible have been developed and are available for review at the City/County Affirmative Action Office.

What will the City of Portland and Multnomah County provide to persons with disabilities?

City and County will provide access to and information about all of their programs, services and activities unless this would alter the basic nature of the program, service or activity or would create an undo hardship on the City of County.

Auxiliary aids and services are provided when necessary to enhance participation and enjoyment of any program, service and activity at no extra cost to the person needing the aid or service.

What is the City and County NOT required to provide to persons with disabilities in order to participate in programs, services or activities?

City and County are not required to provide personal items such as wheelchairs or eyeglasses.

Who has what roles and responsibilities for complying with the Americans with Disabilities Act (ADA)?



The primary role of the Affirmative Action Office is to coordinate and monitor city and county efforts in complying with the sections of the ADA that affect government services (does not include transportation).

Each city and county manager is responsible for developing and implementing policies and procedures which do not exclude or limit the participation of someone with disabilities in agency programs, services and activities.

The Affirmative Action Office works closely with the Metropolitan Human Rights Commission and the City/County Advisory Committee on the Disabled to evaluate accessibility issues and to help individuals resolve their concerns about City or County programs, services, and activities.

What is the complaint process if I believe I have been denied access to or information about programs, services and activities?

Each City Bureau/Office and County Department/Division have designated coordinators to handle informal complaints concerning program, service or activity access. This person is referred to as a 504/ADA coordinator. When a person wishes to file a complaint, they should contact the appropriate agency and ask for the 504/ADA coordinator. The Affirmative Action Office can provide a list of coordinators and provide assistance to the citizen or the agency throughout the process to resolve the complaint.

Attachment 2.2 A1
County Community and Family Services Division
Adult and Child Mental Health
Subcontractor List

LEGEND

Service Element Descriptions

- MH 13 Sex Abuse/Offender Treatment. Group and individual treatment for children and adolescents who have been sexually abused or are offenders.
- MH 15 Homeless Youth Shelter. Outpatient services for street youth in transitional housing.
- MH 16 Sex Abuse Assessment Center. Evaluation of physically or sexually abused children, designed to eliminate duplication of child interviews by doctor, police, social workers and attorneys in cases where prosecution is a possibility; referral to treatment.
- MHS 18 Connections. Evaluation and outpatient treatment of children being seen by multiple agencies, with coordinated care to avoid duplication.
- MHS 22 Community Treatment Services/Children (CTS/C): Evaluation and short term intensive or longer term less intensive outpatient treatment; may include family involvement and/or medications management.
- MHS 20 Non-residential Adult Services (NRAS):
 a) Community treatment for adults with chronic mental illnesses, including case management, medications management, daily structure and support, residential and resource development.
 b) Evaluation, brief intensive treatment and less intensive long term supportive outpatient treatment.
 c) Supported housing services: assessment of consumer's daily living skills, support and assistance with daily activities and client advocacy.
- MHS 25 Non-hospital Crisis Services (NCHS): Round the clock screening, evaluation and crisis stabilization services in the community.
- MHS 28 Residential Care Facility (RCF): Supervised residential care in a supportive environment, including medications administration and training in daily living skills.
- MHS 30 Psychiatric Security Review Board (PSRB): Evaluation, supervision, case management, psychotherapy and medications management for PSRB clients conditionally released into the community.
- MHS 34 Adult Foster Care (AFC): Licensed family home for five or fewer persons with mental illness; includes training or assistance with personal care and activities of daily living, general supervision and prevention of crisis.
- MHS 37 Designates one of several Special Projects:

Partners Project: Individualized and care managed services for children at risk of or having severe mental illness, and who are involved with two or more institutions serving children (e.g., school special services, juvenile justice, mental health, or substance abuse services).

Multidisciplinary Team (MDT): In-home evaluation, assessment and treatment of senior county residents through a team comprising a mental health professional, a geriatric specialist, and a community health nurse.

Enhanced Care Facility (ECF): Direct and indirect mental health services to eligible residents in selected Senior and Disabled Services (SDSD) facilities.

Community Survival Project (CSP): Consumer-run program of community support through primarily in-home services and frequent contact; for consumers who choose services outside the traditional service system.

SEEDS: Consumer-run drop-in socialization program for disaffiliated and homeless persons with mental illness; offers medications management, money management and loosely structured group and individual services.

Special Care Facility: Sub-acute care in a 24-hour residential setting.

Emergency Holds (E-Holds): Community hospital care for persons in acute psychiatric crisis who are dangerous to themselves or others and who are being held involuntarily, pending investigation and potential court commitment hearing.

MHS 38 Supported Employment Services (SES): Ongoing support needed to maintain worker on the job after initial vocational training services are provided by Vocational Rehabilitation Division.

MHS 39 Community Support Services/Homeless (CSS/H): Services to homeless persons with chronic mental illness; including shelter, outreach, crisis intervention, diagnostic services, community mental health and referral.

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH -
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

WHEN THERE ARE CHANGES PLEASE PHONE NANCY BRYANT: ext 4120

BOYS AND GIRLS AID SOCIETY

18 S.W. Boundary Court
Portland, OR 97201

PHONE: 222-9661
FAX: 224-5960

State Director: Michael H. Balter, DPA

Director of Finance: Wayne Purrett

Bookkeeper: Judith Crockett

Administrator of Crisis and Juvenile Justice Programs: Theresa Thorson

Child Provider Representative: Ramona Ropek

Partners Project Respite Care Services Liaison: Loa Jordan

President of Board of Directors: Dan Larson

TITLE XIX VENDOR

MHS 22 CH & A
MHS 37 PARTNERS

BRUNER CARE CENTER

14309 S.E. Powell Blvd.
Portland, OR 97236
Owner: Glen Bruner

PHONE: 761-0381

MHS 28 RCF

CAMERON CARE CENTER

P.O. Box 339 (Mailing Address)

Fairview, OR 97024-0005

3626 N.E. Garfield (Facility Address)

Portland, OR

Administrator: Jon S. Cameron

PHONE: 249-6998

MHS 28 RCF

CAMERON GUEST HOME

(Mailing Address) Same as Cameron Care Center

12657 S.E. Boise (Facility Address)

Portland, OR

Owner: Gay E. Cameron

Administrator: Joyce Rogers

PHONE: 761-6065

MHS 28 RCF

CENTER FOR COMMUNITY MENTAL HEALTH

6329 N.E. Martin Luther King, Jr. Blvd.

Portland, OR 97211

Director: Carol Chism

Fiscal/Administrative Manager: Andre Stewart

Child/Family Supervisor: Laurel Harroun/Carole Pool

President of Board of Directors: Margo Allen

PHONE: 289-1167

FAX: 286-6494

TITLE XIX VENDOR

MH 18 CONNECTIONS
MHS 20 Adult Svcs
MHS 22 CH & A
MHS 37 PARTNERS

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH

Subcontractor List

Revised September 7, 1994

Type of Contract/
Service Elements

CONQUEST CENTER

2045 N.E. Martin Luther King, Jr. Blvd. PHONE: 288-8066
Portland, OR 97212 FAX: 288-8168
Conquest Center Director: Lee Madison

NATHAN NICKERSON TREATMENT CENTER

7025 N. Lombard PHONE: 289-9071
Portland, OR 97203 FAX: 289-9076
Program Director: Shirley Roberts

CENTRAL CITY CONCERN

709 N.W. Everett St. PHONE: 294-1681
Portland, OR 97209 FAX: 294-4321
Executive Director: Deborah Wood
Director of Housing: Richard Harris
Director of Administrative Services: Avery L. Loschen
President of Board of Directors: Dean Gisvold

MHS 39 CSS/H

CLACKAMAS COUNTY MENTAL HEALTH

P.O. Box 164 PHONE: 655-8651
Marylhurst, OR 97036 FAX: 655-8422
Executive Director: Robert King, Ph.D.
Chair of Board of County Commissioners: Darlene Hooley

MHS 37 PARTNERS

CLACKAMAS COUNTY MENTAL HEALTH
ADOLESCENT DAY TREATMENT PROGRAM

1002 Library Court PHONE: 655-8264
Oregon City, OR 97045 FAX: 655-8428
Program Director: George Longden

MHS 37 PARTNERS

DELAUNAY MENTAL HEALTH CENTER

5215 N. Lombard PHONE: 285-9871
Portland, OR 97203 FAX: 286-8389
Director: Dolores M. Morgan, ACSW
Chief Accountant: Jan McKee
Child Provider Representative: Connie Coleman
President of Board of Directors: Linda Magnett

TITLE XIX VENDOR

MH 18 CONNECTIONS
MHS 20 ADULT SRVCS
MHS 22 CH & A
MHS 28 RCF
MHS 37 PARTNERS
MHS 37/42 MDT

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

EDGEFIELD CHILDREN'S CENTER

2408 S.W. Halsey **PHONE: 665-0157**
Troutdale, OR 97060 **FAX: 666-3066**
Executive Director: David Fuks
Business Administration Director: Peggy Totaro
Agency Program Director: Hazel Barrett
Clinical Services Director: Joe Bebe
President of Board of Directors: Howard Werth

TITLE XIX VENDOR

MHS 22 CH & A
MHS 37 PARTNERS

EMANUEL HOSPITAL AND HEALTH CENTER

Child Abuse Response &
Evaluation Services Center **PHONE: 280-4943**
2801 N. Gantenbein **FAX: 280-4326**
Portland, OR 97227
Program Manager: Emmy Sloan
President of Board of Directors: Pat Ritz

MH 16 SEX ABUSE
ASSESSMENT CENTER

PROJECT NETWORK

2801 N. Gantenbein **PHONE: 280-4837**
Portland, OR 97227 **FAX: 280-3729**
Program Director: Jean Cohen

TITLE XIX VENDOR

MHS 22 CH & A

GARLINGTON CENTER, N/NECMH ADMINISTRATION

911 N. Skidmore
Portland, OR 97217 **ADMINISTRATION: 249-8205**
Acting Director: Phyllis Paulson **FAX: 249-8740**
Financial Manager: Glenn Fung
Children's Director: Jim MacLeod **PHONE: 249-7990**

TITLE XIX VENDOR

MH 18 CONNECTIONS
MHS 20 ADULT SRVCS
MHS 22 CH & A
MHS 28 RCF/INT
GRP HOME: NEW
JOURNEYS
MHS 30 PSRB
MHS 37 PARTNERS
MHS 37/42 MDT

GARLINGTON CENTER, N/NECMHC CLINICS

4950 N.E. Martin Luther King, Jr. Blvd
Portland, OR 97211 **CLINIC: 249-0066**
CSS Manager: Kim Burgess **FAX: 249-8235**
Assistant Director: Phyllis Paulson
Crisis and Outpatient Manager: Richard Kite
President of Board of Directors: James C.E. Faulkner

GRESHAM RETIREMENT CENTER

1945 W. Powell Blvd. **PHONE: 665-2801**
Gresham, OR 97030
Administrator: Harry Geistlinger

MHS 28 RCF

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

HOODVIEW RESIDENTIAL CARE HOME

MHS 28 RCF

P.O. Box 582 (Mailing Address)

Gresham, OR 97030

1450 W. Powell (Facility Address)

PHONE: 665-5193

Administrator: Shannon Mays

Owner: Dennis Murphy

JANUS YOUTH PROGRAM

738 N.E. Davis

PHONE: 233-6090

Portland, OR 97232

FAX: 233-6093

Executive Director: Dennis L. Morrow

Mental Health Services Supervisor: Linda Zahavi

Outpatient Mental Health Services Coordinator: Doug Pullin

Clackamas House Program Director: Sherri Sims

Horizon House Program Director: Marianne Fry

President of Board of Directors: Sylvia Gillpatrick

TITLE XIX VENDOR

MHS 22 CH & A

MHS 37 PARTNERS

KERR YOUTH AND FAMILY CENTER

722 N.E. 162nd Ave

PHONE: 255-4205

Portland, OR 97230-5802

FAX: 255-5095

Executive Director: Mike Mikesell

Controller: Holly Freeman

PHONE: 239-8101

Director Community Development/Clinical Program Manager: Bob Johnson

Children's Day Treatment Program: Kathleen McNamara

President of Board of Directors: Hal Hixson

TITLE XIX VENDOR

MH 18 CONNECTIONS

MHS 37 PARTNERS

MHS 22 CH & A

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

MENTAL HEALTH PARTNERS

RYLES CENTER

3339 S.E. Division
Portland, OR 97202

Director: Maxine Stone

Business Manager: Kevin McChesney

President of Board of Directors: Reverend James Faulkner

PHONE: 238-1477
FAX: 239-7609

MHS 37 SPECIAL
CARE FACILITY

MENTAL HEALTH SERVICES WEST

710 S.W. Second
Portland, OR 97204

Executive Director: June Dunn

Associate Director: Kristin Angell

Accounting Services Manager: Cora Montserrat CLINIC: 228-7134

CTS Manager: Sue Beattie, Ph.D. FAX: 273-8390

CSS Manager: Claudia Krueger

Residential Services: Bradley Heath INTAKE: 228-0373

Director of Medical Services: David Pollack, M.D.

President of Board of Directors: Greg Close

ADMINISTRATION: 273-8433
FAX: 273-8448

TITLE XIX VENDOR

MH 18 CONNECTIONS

MHS 20 ADULT SRVCS

MHS 28 RCF/INT

GRP HOME

MHS 37 PARTNERS

MHS 37/42 MDT

MHS 38 SES

MHS 39 BRIDGEVIEW

MENTAL HEALTH SERVICES WEST CHILDREN'S PROGRAM

Willamette Building

534 S.W. 3rd Avenue, 4th Floor

Portland, OR 97204

Manager of Child and Family Services: Margie MacLeod

PHONE: 228-1804
FAX: 273-8101

MHS 22 CH & A

METRO CRISIS INTERVENTION SERVICES, INC

P.O. Box 637 (Mailing Address)

Portland OR 97207

621 S.W. Alder St, Suite 400 (Facility Address) PHONE: 226-3099

Portland, OR FAX: 499-4330

Director: Laura Jeibmann CRISIS LINE: 223-6161

Associate Director: Lew Curtis, ACSW

President of Board of Directors: Fred Normandin

MHS 20 CRISIS LINE

A.C.TRANSPORTATION

MHS 22 CH & A

METROPOLITAN FAMILY SERVICES

830 NE Holladay, Suite 150

Portland, OR 97232

Executive Director: Gary Withers

Chief Financial Officer: Leslie Ennis

Director of Mental Health: Sharon Johnson

President of Board of Directors: Jim Wrech

PHONE: 232-0007

MHS 22 CH & A

MHS 37 PARTNERS

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH

Subcontractor List

Revised September 7, 1994

Type of Contract/
Service Elements

MIND EMPOWERED, INC. ADMINISTRATIVE OFFICES

3419 N.E. Sandy Blvd. PHONE: 233-4452
Portland, OR 97232 FAX: 233-1635
Executive Director: Brenda Nischan
Program Manager: Daphne Young

MHS 37 COMMUNITY
SURVIVAL PROGRAM

MIND EMPOWERED, INC COMMUNITY SUPPORT SERVICES

2600 S.E. Belmont St., Suite B PHONE: 231-4137
Portland, OR 97214 FAX: 231-9479
Acting Program Manager of S.E.E.D.S.: Scott Snedecor
President of the Board of Directors: David Green

MHS 37 SEEDS Program

MORRISON CENTER

3355 S.E. Powell Blvd. PHONE: 232-0191
Portland, OR 97202 FAX: 232-0138
Director of Finance: Rae Hill
Powell Site Director: Redmond Reams

TITLE XIX VENDOR
MH 13 SEX OFFENDER
ABUSE TREATMENT
MH 18 CONNECTIONS
MHS 22 Ch & A
MHS 37 PARTNERS
MHS 22 CH & A

MORRISON CENTER EAST

Child & Family Mental Health Program
135 N.W. Miller PHONE: 667-2626
Gresham, OR 97030 FAX: 667-2580*2
East Portland Office Director: Redmond Reams

MORRISON CENTER ADMINISTRATION

830 N.E. Holladay, Suite 125
Portland, OR 97232
Executive Director: Jay Bloom PHONE: 233-4356
Director of Contracts and Legislation: Pam Patton
President of Board of Directors: Larry Simpson

MOUNT HOOD COMMUNITY MENTAL HEALTH CENTER, INC

GRESHAM CLINIC

400 N.E. Seventh Avenue PHONE: 661-5455
Gresham, OR 97030 FAX: 661-4959
Executive Director: Roderick P. Calkins, Ph.D
CSS Program Director: Scott Richards
Community Treatment Services Program Director: Deb Young, PMHNP
Director of Administrative Services: Eric Greene
President of Board of Directors: Matt Cohen

TITLE XIX VENDOR
MHS 20 ADULT SRVCS
MHS 22 CH & A
MHS 28 RCF/DTP
MHS 30 PSRB/DTP
MHS 37 PARTNERS
MHS 37 ENHANCED CARE
FACILITY
MHS 37/42 MDT

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

MOUNT HOOD COMMUNITY MENTAL HEALTH CENTER, INC.
MOUNT HOOD MID-COUNTY FAMILY SERVICE CENTER

131 N.E. 102nd Avenue **PHONE: 253-6754**
Portland, OR 97220 **FAX: 253-8020**
Community Treatment Services Program Director: Deb Young, PMHNP
Coordinators: Richard Black/Ginny Robinson

TITLE XIX VENDOR
MHS 20 ADULT SRVCS
MHS 22 CH & A
MHS 37 PARTNERS

MOUNT HOOD COMMUNITY MENTAL HEALTH CENTER, INC.
Central Intake, Crisis Services, Adult Outpatient Counseling Services

17200 S.E. Stark **PHONE: 261-1941**
Portland, OR 97233 **FAX: 261-1745**
Community Treatment Services Program Director: Deb Young, PMHNP
Coordinators: Faith Young/Rick Treleven

TITLE XIX VENDOR
MHS 20 ADULT SRVCS

NETWORK BEHAVIORAL HEALTHCARE, INC.
ADMINISTRATIVE OFFICES

5415 S.E. Milwaukie Avenue, Suite 3 **PHONE: 238-0769**
Portland, OR 97202 **FAX: 233-2861**
Executive Director: Leslie Ford
Accounting Manager: Karen Asquith
Vice President of Finance: Mark Wiese
President of Board of Directors: Gregg Lowe

TITLE XIX VENDOR
MHS 20 ADULT SRVCS
MHS 22 CH & A
MHS 28 RCF/Regular/DTP
70th St House
MHS 30 PSRB/Regular/DTP
MHS 37/42 MDT

NETWORK BEHAVIORAL HEALTHCARE, INC. CRISIS & CTSA

2020 S.E. Powell **PHONE: 238-0780**
Portland, OR 97202 **FAX: 231-0571**
Community Treatment Services Director: Shelley Norton
Crisis Manager: Ginnie Churchill
Geriatric Manager: Davis Clowers
Community Treatment Services Children: Steve Berman

MHS 20 Adult Svcs
MHS 22 CH & A

NETWORK BEHAVIORAL HEALTHCARE, INC. CLINICS

2415 S.E. 43rd Avenue **PHONE: 238-0705**
Portland, OR 97206 **FAX: 236-7166**

MHS 20 Adult SRVCS

NETWORK BEHAVIORAL HEALTHCARE, INC. ADULT THERAPY

825 NE 20th Avenue **PHONE: 238-5251**
Portland, OR 97233
Rehabilitation Services Program Manager: Cheryl Wilton

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

**OREGON HEALTH SCIENCES UNIVERSITY
INDOCHINESE PSYCHIATRIC PROGRAM**

Department of Psychiatry Note mail codes
3181 S.W. Sam Jackson Park Rd.
Portland, OR 97201

Executive Director: Paul Leung M.D. UHN80 PHONE: 494-8144 FAX: 494-6152
Contact Person: Rachel Elich UHN88 PHONE: 494-5790 FAX: 494-6143
Kham One Keopraseuth UHN88 PHONE: 494-4222 FAX: 494-6143
Ben Rath UHN88 PHONE: 494-6136 VOICE MAIL: 494-4222
Contract Officer: Dawn Goodman L106 PHONE: 494-6827 FAX: 494-7787
Chair of the Department: Joseph Bloom, M.D. PHONE: 494-8144 FAX: 494-6152

TITLE XIX VENDOR
MHS 20 ADULT SRVCS
MHS 22 CH & A

**OREGON HEALTH SCIENCES UNIVERSITY
SCHOOL OF NURSING - MENTAL HEALTH**

3181 S.W. Sam Jackson Park Rd. SN-MH
Portland, OR 97201 PHONE: 494-3886
Director: Carol Arland FAX: 494-3691

TITLE XIX VENDOR
MHS 22 CH & A
MHS 37 PARTNERS

**OREGON HEALTH SCIENCES UNIVERSITY
CHILDREN'S PSYCHIATRIC DAY TREATMENT PROGRAM**

9806 S.W. Boone's Ferry Road DTC
Section Chief: William Sack, M.D. PHONE: 494-8068
Portland, OR 97219-7753 FAX: 494-8216
Program Director: Richard Collins
Assistant Director: Les Busch
Chair of Department: Joseph Bloom, M.D.

MHS 37 PARTNERS

OUTSIDE IN SOCIO-MEDICAL AID STATION

1236 S.W. Salmon PHONE: 223-4121
Portland, OR 97205 FAX: 223-6837
Executive Director: Kathy Oliver
Youth Program Coordinator: Maureen Brennan
Fiscal Manager: Wendy Byers
President of Board of Directors: Jene Ediger

MH 15 HOMELESS
YOUTH SHELTER

PACIFIC GATEWAY HOSPITAL

1345 S.E. Harney PHONE: 234-5353
Portland, OR 97202 FAX: 236-1192
Director of Community Services: Mark Lenetzky
President of Board of Directors: Dave Jacobsen

EMERGENCY HOLDS
MHS 37 E-HOLDS

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

PARRY CENTER FOR CHILDREN

3415 S.E. Powell Blvd.
Portland, OR 97202

PHONE: 234-9591
FAX: 234-4376

TITLE XIX VENDOR

MHS 22 CH & A
MHS 37 PARTNERS

Executive Director: Marie Avery
Management Services Director: Valerie Bryan
Clinical Program Director: Todd Stewart
24 Hour Treatment Director: Schar Tong
School Based Support and Parry Care Programs: Billie Bell
Program Director Outpatient and Hispanic Outreach Programs: Tim Riggs
Day Treatment Program: Patricia Edge
President of Board of Directors: James E. Diamond Sept Steve Taylor from October

PORTLAND ADVENTIST MEDICAL CENTER

10123 S.E. Market
Portland, OR 97216

PHONE: 251-6828
FAX: 251-6829

EMERGENCY HOLDS

MHS 37 E-HOLDS

Executive Director, Behavioral Medicine Division: Ed Cochrane
Vice President of Finance: Stan Adams PHONE: 251-6212
President of Board of Directors: Donald R. Ammon FAX: 251-6359

PORTLAND PUBLIC SCHOOLS

501 N. Dixon St.
Portland, OR 97227-1871

PHONE: 249-2000
FAX: 280-7800

MHS 37 PARTNERS

Director of Operational Support and Grants Management: Maurice Caba

PORTLAND PUBLIC SCHOOLS CHILD SERVICE CENTER

531 S.E. 14th
Portland, OR 97214

PHONE: 280-5840
FAX: 280-6468

Director of Special Education: Mary Ann Stowell

PROVIDENCE ADULT DAY TREATMENT

EMILIE GAMELIN INSTITUTE

5251 N.E. Glisan
Portland, OR 97213

PHONE: 230-6474
FAX: 230-6477

Executive Director: William Kruger, LCSW
Operations Supervisor: Sandi Carter PHONE: 230-6490
President of Board of Directors: Larry Troyer

**PSYCHIATRIC SECURITY
REVIEW BOARD**

MHS 20 ADULT SRVCS
MHS 30 PSRB/Regular/DTP

PROVIDENCE DAY TREATMENT GATELY ADOLESCENT

2634 N.E. Broadway
Portland, OR 97232

PHONE: 287-2672
FAX: 287-5848

Program Director: Fran Salkin

MHS 37 PARTNERS

COUNTY COMMUNITY & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH - CHILD & ADOLESCENT MENTAL HEALTH
Subcontractor List Revised September 7, 1994

Type of Contract/
Service Elements

ROSEMONT TREATMENT CENTER AND SCHOOL

597 N. Dekum Street PHONE: 283-2205
Portland, OR 97217 FAX: 285-5004
Executive Director: Allen Hunt
Program Director: Suzanne Soper
Assistant Director: Benson Meyers
President of Board of Directors: Jim Harper

TITLE XIX VENDOR
MHS 22/RESIDENTIAL

SERENDIPITY CENTER

P.O. Box 156 PHONE: 761-7139
Gladstone, OR 97027 FAX: 761-7917
Program Site: 14815 S.E. Division, Portland
Program Director: Susan Shriver
President of Board of Directors: Bettianne Goetz

MHS 37 PARTNERS

UNIVERSITY HOSPITAL/CHILD PSYCHIATRY

3181 S.W. Sam Jackson Park Rd. OP331 PHONE: 494-8615
Portland, OR 97201 CLINIC PHONE: 494-8646
Division Director: William Sack, M.D. PHONE: 494-6326
Day to Day Operations: William Sack M.D. PHONE: 494-6326 FAX: 494-8108
Contract Manager: Anya Averill PHONE: 494-6060 FAX: 494-4243
E-Holds Contract Coordinator: Bill Brown PHONE: 494-4768
Chair of Department: Joseph Bloom, M.D.

TITLE XIX VENDOR
MHS 22 CH & A
MHS 37 PARTNERS
MHS 37 E-HOLDS

WAVERLY CHILDREN'S HOME

3550 S.E. Woodward PHONE: 234-7532
Portland, OR 97202 FAX: 233-0187
Director: Cynthia Thompson
Community Services Director: Gary MacKendrick
Fiscal Mgr.: Timothy Kao
President of Board of Trustees: Curt Gleaves

TITLE XIX VENDOR
MHS 22 CH & A
MHS 37 PARTNERS

WILLIAM ELAINE CORPORATION

2521 S.E. 74th Avenue PHONE: 777-1311
Portland, OR 97206 FAX: 771-2844
Facility Administrator: Kim Farnham
Fiscal Manager: Kelly Suzanne Siri
Owners: Kim Christy, Kelly Suzanne Siri, Jim McMenamin

MHS 28 RCF

Attachment 2.2 A2

PARTNERS PROJECT CONTRACT PROVIDERS
July 1, 1994 to June 30, 1995

MASTER

Date: 8/1/94

PROVIDER

SERVICE TYPES

ABC Center
4815 SE 64th Avenue
Portland, OR 97206
771-0261

Structured/Group Childcare

Apricot, Inc.
PO Box 18191
Portland, OR 97218
235-4119

Individual Intervention-LLB
Group Intervention-LLB
Strategy Consultation-LLB
Classroom Observation/Consult-LLB
Learning, Language & Behavior Assmnt
Parent/Educator/Provider Consult-LLB
Transportation for Consult-LLB

Assist Transportation
3316 N. Williams Avenue
Portland, OR 97227
249-0563

Barrios, Susan, LCSW
815 NE Davis
Portland, OR 97232
731-3153

Individual Therapy
Family Therapy
Consultation
Parent Education Training
Individual Skill Training
Crisis Intervention

Beamer, Jonathan, MD
700 NE Multnomah, #560
Portland, OR 97232
236-4343

Psychiatric Evaluation
Family Therapy
Individual Therapy
Medication Management
Consultation
Telephone Consultation

Bellamy, Jacqueline, MS, MCC
7032 N. Lancaster Ave
Portland, OR 97217
288-0494

Individual Therapy
Family Therapy
Group Therapy
Consultation
Travel Time

Bensching, Deborah, LCSW (Mosaic)
2408 SE 16th Avenue
Portland, OR 97214
231-0743

Individual Therapy
Home, School, Community
Family Therapy
Group Therapy
Consultation
Travel Time
Crisis Intervention

Berry, Joan, MSW, LCSW
1020 SW Taylor St., #620
Portland, OR 97205-2511
228-2218

Consultation
Individual Therapy/Clinic-Based
Travel Time

PROVIDER

Borkan, Eugene, MD
2386 NW Hoyt
Portland, OR 97210
228-5909

Boys and Girls Aid Society
18 SW Boundary Court
Portland, OR 97201
FAX # 224-5960

Broadway Cab Company
1734 NW 15th Avenue
Portland, OR 97209
227-1234

Caremark
1225 NE 2nd Avenue
Portland, OR 97232
233-4500

Center for Community Mental Health
6329 NE MLK, Jr. Blvd
Portland, OR 97211
289-1167
FAX # 286-6494

Changes Foundation
c/o Diane Berry
8305 SE Monterey, Suite 208
Portland, OR 97266
786-8148

SERVICE TYPES

Consultation
Individual Therapy
Medication Management
Psychiatric Evaluation
Travel Time

Respite Care/Planned Out-of-Home
Emergency Shelter Care (BGAS)
Planned Shelter Care (BGAS)

Transportation

Outpatient Services

Mental Health Assessment
Individual Therapy
Family Therapy
RN Medication Management
Consultation
Group Therapy
Intensive Daily Therapeutic Structure and Support
Individual Skills Training
Physician Medication Management
Physician Individual Therapy
Clinical Case Management
Medical Family therapy
Travel Time
Family Group therapy
Crisis Physician Consultation
Psychiatric Evaluation
Psychological Evaluation
Partial Hospitalization

Mental Health Assessment
Consultation
Day Treatment Program
Daily Structure and Support
Family Therapy
Group Therapy
Individual Skills Training
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family Therapy
Family Group Therapy

Consultation
Family Therapy
Group Therapy
Individual Therapy
Travel Time

PROVIDER**SERVICE TYPES**

Child & Adolescent
Intervention Services
c/o Laura King
PO Box 113
Marylhurst, OR 97036-0113
657-0683

Consultation
Family Therapy
Group Therapy
Individual Therapy
Travel Time
Psychological Evaluation
Materials for Ind. Therapy
Polygraph Evaluation
Initial Mental Health Assessment

Children's Program
c/o Mindy Ranik, Char Leshner
7707 SW Capitol Highway
Portland, OR 97219
452-8002

Consultation
Psychological Evaluation
Family Therapy
Group Therapy
Individual Therapy
Travel Time
Medication Evaluation
Medication Management

Clackamas County Mental Health
PO Box 164
Marylhurst, OR 97036-0164
Day Treatment Center
210 SE Lake Road
Milwaukie, OR 97222

Day Treatment Program

Colman, Richard S., Ph.D.
5441 SW Macadam, Suite 102
Portland, OR 97201
227-4007

Consultation
Family therapy/Clinic-Based
Individual Therapy/Clinic-Based
Individual Therapy/Community-Based
Consultation/Community Based
Family Therapy/Community Based
Psychological Evaluation

Crow, Pamela A., MSW, LCSW
2455 NW Marshall, Suite 9
Portland, OR 97210
280-4943

Consultation
Family therapy
Individual Therapy
Travel Time
Missed Appointment

DeBardelaben, Garfield, Ph.D.
1923 NE Broadway
Portland, OR 97232
282-3158

Consultation
Psychological Evaluation
Family therapy
Individual Therapy
Travel Time

Delaunay Mental Health Center
5215 N. Lombard
Portland, OR 97203
285-9871
Fax # 286-8398

Mental Health Assessment
Psychiatric Evaluation
Psychological Evaluation
Consultation
Daily Structure and Support
Family Therapy
Group Therapy
Individual Skills Training
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel

PROVIDER**SERVICE TYPES**

Delaunay Mental Health, cont.

Clinical Case Management
Medical Family Therapy
Family Group Therapy

Donaldson, Steven, MA (Mosaic)
2408 SE 16th Avenue
Portland, OR 97214
231-0743

Individual Therapy
Family Therapy
Group Therapy
Consultation
Travel Time
Crisis Intervention

Doppelt, Lee, Ph.D.
4550 SW Kruse Way, \$325
Lake Oswego, OR 97035
697-0600

Consultation
Family therapy
Individual Therapy
Travel Time
Psychological Evaluation

Eaton-Bennette, Jan, LCSW
PO Box 321
Lake Oswego, OR 97034
241-7407

Consultation
Family Therapy
Individual Therapy
Travel Time

Edgefield Children's Ctr Inc.
2408 SW Halsey St.
Troutdale, OR 97060-1097
665-0157
FAX #666-3066

Mental Health Assessment
Individual Therapy
Family Therapy
RN Medication Management
Consultation
Group Therapy
Intensive Daily Therapeutic Structure and Support
Individual Skills Training
Physician Medication Management
Physician Individual Therapy
Clinical Case Management
Medical Family Therapy
Travel Time
Family Group Therapy
Missed Appointment
Therapeutic Latch Care
Day Treatment

Fontana, Lynn, LMFT
768 Fern Place
Hood River, OR 97032
387-2382

Mental Health Assessment
Individual Therapy
Family Therapy
Group Therapy
Consultation
Parent Education/Training
Travel Time
Clinical Case Management
Crisis Intervention

Garrison, Miller, Ph.D.
511 SW 10th Ave, Suite 400
Portland, OR 97205
228-7270

Consultation
Individual Therapy
Travel Time
Family Therapy
Group Therapy
Psychological Evaluation

PROVIDER**SERVICE TYPES**

George, Robert A., MD
9155 SW Barnes Road, #435
Portland, OR 97225
297-8039

Consultation
Family Therapy
Group Therapy
Individual Therapy
Travel time
Psychiatric Evaluation
Medication Management

Grant, Cheryn, DO
909 SW St. Clair
Portland, OR 97205
226-8922

Consultation
Individual Therapy
Travel Time
Medical Family Therapy
Medication Management
Psychiatric Evaluation

Godbey, Grant T., MD
2386 NW Hoyt
Portland, OR 97210
295-3574
ID #540-74-6443

Consultation
Family therapy
Individual Therapy
Medication Management
Travel Time
Psychiatric Evaluation

Harper, Theo, MA
Phylos Counseling
PO Box 219234
Portland, OR 97225-9234
282-2108/231-7480
Office: 1605 N. Broadway

Consultation
Family therapy
Individual Therapy
Missed Appointment
Travel Time

Harris, Rachel, LPC
1509 SW Sunset Blvd., Suite 1B
Portland, OR 97201
727-2432 (Includes TTY)

Consultation
Individual Therapy
Family Therapy
Parent Education/Training
Clinical Case Management
Individual Skill Training
Travel Time
Missed Appointments

Hoffman, Leroy, Ed.D.
835 SE Spokane Ct.
Portland, OR 97202
234-7532

Consultation
Family therapy
Individual Therapy
Travel Time

Janus Youth Program
738 NW Davis
Portland, OR 97232
233-6090
FAX #233-6093

Mental Health Assessment
Consultation
Individual Skills Training
Family Therapy
Daily Structure and Support
Group Therapy
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family therapy
Family Group Therapy

PROVIDER**SERVICE TYPES**

Jetmalani, Ajit N., MD
2386 NW Hoyt
Portland, OR 97201
228-5909

Consultation
Family Therapy
Individual Therapy
Medication Management
Travel Time
Psychiatric Evaluation

Johnson, Claudia, MS, LMFT
2303 E. Burnside
Portland, OR 97214
232-7051

Consultation
Family Therapy
Individual Therapy
Travel Time

Kerr Youth and Family Center
722 NE 162nd Avenue
Portland, OR 97230-5802
255-4205

Mental Health Assessment
Psychiatric Evaluation
Consultation
Day Treatment Program
Daily Structure and Support
Family therapy
Group Therapy
Individual Skills Training
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel time
Clinical Case Management
Medical Family Therapy
Family Group Therapy
Individual Therapy

Kitch, David, Ph.D.
1225 NW Murray Road, Suite 214
Portland, OR 97229
644-6600

Mental Health Assessment
Individual Therapy
Family Therapy
Consultation
Psychological Eval

Kling, Jacquelyn, MA
2455 NW Marshall, Suite 9
Portland, OR 97210
295-2125

Consultation
Family therapy
Individual Therapy
Travel Time

Lamb, Nancy, Ph.D.
425 SW 2nd, Suite 200
Lake Oswego, OR 97034
635-3456
Tax ID # 93-0940179

Mental Health Assessment
Individual Therapy
Family Therapy
Consultation
Travel Time
Psychological Evaluation
Crisis Intervention

Leung, Paul K., MD, URN79
3181 SW Sam Jackson Park Road
Portland, OR 97201-3098
494-6162

Consultation
Psychiatric Evaluation
Family Therapy
Individual Therapy
Medication Management
Travel time

Lipkin, Eileen, MSW, LCSW
10806 SW 4th Avenue
Portland, OR 97219
244-8791/620-2621

Consultation
Individual Therapy
Travel time
Family therapy

PROVIDER**SERVICE TYPES**

Lowenstein, Keith, MD
700 NE Multnomah, #560
Portland, OR 97266
236-4343

Psychiatric Evaluation
Family Therapy
Individual Therapy
Medication Management
Consultation
Telephone Consultation

Lusk, Laurie, MSW
3325 NE 42nd Avenue
Portland, OR 97213
288-0431

Individual Therapy
Family therapy
Consultation
Travel Time

Maletzky, Barry, MD (Sexual Abuse Clinic)
8332 SE 13th Avenue
Portland, OR 97202
238-5580

Individual Therapy
Group Therapy
Family Therapy
Consultation
Medication Management
Psycho-Sexual Evaluation
Plethysmograph
Missed Appointments
Travel Time

Mann, Donald L., MSW, LCSW
811 NW 20th, Suite 102
Portland, OR 97209
228-1939

Consultation
Mental Health Assessment
Family Therapy
Individual Therapy
Travel Time

McCarthy, Mary K., MD
2250 NW Flanders, Suite 300
Portland, OR 97210
274-5417

Consultation
Family Therapy
Individual Therapy
Travel Time
Psychiatric Evaluation
Medication Management

Mental Health Services West
Willamette Building
534 SW 3rd, 4th Floor
Portland, OR 97204
228-1804
FAX #1273-8448

Mental Health Assessment
Psychiatric Evaluation
Psychological Evaluation
Consultation
Individual Skills Training
Daily Structure and Support
Family Therapy
Group Therapy
Individual therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family Therapy
Family Group Therapy

Metropolitan Family Service
830 NE Holladay, Suite 150
Portland, OR 97232
232-0007
FAX # 232-9178

Parent Education/Training
Travel Time
Individual Skill Training
Homemaker Service
Respite Care
Foster Grandparent

PROVIDER**SERVICE TYPES**

Meyer-Strom, Paul, MD
15455 NW Greenbrier, #210
Beaverton, OR 97006
629-9681

Consultation
Family Therapy
Group Therapy
Individual Therapy
Medication Management
Psychiatric Evaluation

Migneault, Levi B., Psy.D.
501 Rose Valley
Kelso, WA 98626
(206) 636-2802
Portland # 233-4071

Consultation
Psychological Evaluation
Family therapy
Group Therapy
Travel Time
Individual Therapy

Miller, Henry E. Jr., Psy.D.
5319 SW Westgate Dr. #130
Portland, OR 97221
241-3411

Consultation
Psychological Evaluation
Family Therapy
Group Therapy
Individual Therapy
Travel Time

Morrison Center
3355 SE Powell
Portland, OR 97202
232-0191
FAX #232-0138

Outpatient
Mental Health Assessment
Consultation
Daily Structure and Support
Family Therapy
Group Therapy
Individual Skills Training
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family Therapy
Family Group Therapy
Day Treatment
Adolescent
Adolescent (not PPS)
Transportation (Adolescent Day Tx)
Young Children
SOAP/RAPP
Psychosocial-Pychosexual Assessment
Individual Therapy
Family Therapy
Family Group Therapy
Individual Group Therapy
Interagency Consultation & Svc. Planning

Mt. Hood Community Mental
Health Center
400 NE Seventh
Gresham, OR 97030
661-5455
FAX #661-4959

Medical Evaluation
Mental Health Assessment
Psychiatric Evaluation
Psychological Evaluation
Consultation
Daily Structure and Support
Group Therapy
Individual Skills Training
Individual Therapy
Missed Appointment

PROVIDER**SERVICE TYPES**

Mt. Hood Mental Health, cont.

Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family Therapy
Family Group Therapy

Neilson, Gary, Ph.D.
PO Box 565
Salem, OR 97308
399-1123

Psychological Evaluation

Niosi, Willemmina, MD
700 NE Multnomah, Suite 560
Portland, OR 97232
236-4343

Consultation
Individual Therapy
Medication Management
Travel Time
Psychiatric Evaluation
Telephone Consultation
Family Therapy

N/NE Community Mental Health Center
Garlington Center
911 N. Skidmore
Portland, OR 97217
249-7990
FAX #249-8740

Mental Health Assessment
Consultation
Day Treatment Program
Individual Skills Training
Daily Structure and Support
Family Therapy
Group Therapy
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family therapy
Family Group Therapy

OHSU School of Nursing
c/o Carol Arland, Psy.D.
Children's Program Director
Department of Mental Health
Nursing
3181 SW Sam Jackson Park Road
Portland, OR 97201
222-5010

Mental Health Assessment
Individual Therapy
Family Therapy
RN Medication Management
Consultation
Group Therapy
Intensive Daily Therapeutic Structure and Support
Individual Skills Training
Physician Medication Management
Physician Individual Therapy
Clinical Case Management
Medical Family Therapy Delivered by an RN
Travel Time
Family Group Therapy
Missed Appointments
Psychological Evaluation

OHSU
3181 SW Sam Jackson Park Road
Portland, OR 97201

Psychiatric Consultation
to Partners Project

PROVIDER

Oliver, Carol Dell, Ph.D.
8800 SE Sunnyside Rd. #119
Clackamas, OR 97015
659-5515

Oregon Health Sciences Univ.
9806 SW Boones Ferry Road
Portland, OR 97219
494-8068

Ortega, Debora, MSW, LCSW
13333 SE 125th Avenue
Clackamas, OR 97015
731-3153

Parker, Colleen M., Ph.D.
10700 SW Beaverton-Hillsdale Hwy.
Bldg. 3, Ste. 620
Beaverton, OR 97005
646-4664

Parry Center for Children
3415 SE Powell Blvd.
Portland, OR 97202
234-9591
FAX #234-4376

Peterson, Raymond, LPC
818 NW 17th Avenue
Portland, OR 97209
223-7719

Portland Public Schools
Special Education Area Office
501 N. Dixon
Portland, OR 97227-1871

SERVICE TYPES

Mental Health Assessment
Individual Therapy
Family Therapy
Group Therapy
Consultation
Parent Education/Training
Clinical Case Management
Psychological Evaluation
Individual Skill Training
Crisis Intervention

Day Treatment Program

Consultation
Family Therapy
Individual Therapy
Travel Time
Family Therapy, w/Co-Therapist

Psychological Evaluation
Individual Therapy
Consultation
Travel Time

Mental Health Assessment
Consultation
Individual Skills Training
Family Therapy
Daily Structure and Support
Individual Therapy
Group Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Family Medical therapy
Family Group Therapy
Day Treatment

Mental Health Assessment
Individual Therapy
Family Therapy
Group Therapy
Consultation
Parent Education/Training
Travel Time

Educational Assistant

PROVIDER**SERVICE TYPES**

Providence Medical Center
Gately Program
2634 NE Broadway
Portland, OR 97232
287-2672

Day Treatment Program

Radio Cab Co.
1613 NW Kearney
Portland, OR 97209
226-7319

Transportation

Rosenberg, Richard, Ph.D.
2303 E. Burnside, Ste 201-204
Portland, OR 97214
295-3413

Consultation
Psychological Evaluation
Family Therapy
Individual Therapy
Travel Time

Ryan, Loye, Ed.D.
1200 SW 20th Ave
Portland, OR 97205
224-1223

Individual Therapy
Family Therapy
Group Therapy
Consultation

Sabin, Charlene, MD
5319 SW Westgate, #310
Portland, OR 97221
292-4056

Mental Health Assessment
Individual Therapy
Family Therapy
Consultation
Medication Management
Psychiatric Evaluation
Medical Family Therapy
Medical Psychotherapy

Sardo, Russ, Ph.D.
5331 SW Macadam, Suite 226
Portland, OR 97201
(503) 223-6174
FAX (503) 223-6214

Mental Health Assessment
Individual Therapy
Family Therapy
Consultation
Psychological Evaluation
Schafer, Benson, Ph.D.

Consultation
2330 NW Flanders, Suite 201
Portland, OR 97210
226-3383

Family Therapy
Individual Therapy
Travel Time
Psychological Evaluation

Semlitz, Linda, MD
2386 NW Hoyt
Portland, OR 97210
228-5909

Mental Health Assessment
Individual Therapy
Family Therapy
Consultation
Medication Management
Psychiatric Evaluation
Medical Family Therapy
Crisis Intervention

Serendipity Center
PO Box 156
Gladstone, OR 97027
761-7139
FAX #761-7917

Day Treatment Program
Pre-payment:
Intensive Services
Lower School
Upper School
Day Treatment Program:
Intensive Services
Lower School

PROVIDER**SERVICE TYPES**

Serendipity, cont.

Upper School
Related Services:
2nd & subsequent people at a meeting
Program Assistant
Screening Assessment
Travel Time

Shelby, Terry, MD
5319 SW Westgate Drive, Suite 130
Portland, OR 97221
297-5466

Individual Therapy
Family Therapy
Consultation
Medication Management
Travel Time
Psychiatric Evaluation
Medical Family Therapy
Crisis Intervention

Sheldon, Elyse, Ph.D.
1525 NE Weidler, Suite 201
Portland, OR 97232
288-4433

Consultation
Psychological Evaluation
Family Therapy
Group Therapy
Travel Time
Individual therapy

Southeast Mental Health Network
2020 SE Powell
Portland, OR 97202
238-0780

Mental Health Assessment
Consultation
Individual Skills Training
Family Therapy
Daily Structure and Support
Group Therapy
Individual therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management
Medical Family Therapy
Family Group Therapy

Staff Builders
10725 SW Barbur Blvd., Suite 200
Portland, OR 97219
245-9981

Home Health Aide
Respite
Mileage

Strong, Jackie, MSW
8419 NE 106th Avenue
Vancouver, WA 98662
(206) 254-1369

Individual Therapy
Family Therapy
Group Therapy
Consultation
Parent Education/Training
Travel Time
Individual Skill Training
Crisis Intervention
Therapeutic Mentoring
Missed Appointment

Sundstrom & Associates
8800 SE Sunnyside Road, #315
Clackamas, OR 97015
653-0631

Senior Licensed Psychologist
Licensed Psychologist
Psych. Resident
LCSW or Masters Level Counselor
Travel Time

PROVIDER**SERVICE TYPES**

Thomson, Janet, LCSW
1920 NW Johnson St., Suite 112
Portland, OR 97209
(503) 242-0855

Mental Health Assessment
Individual Therapy
Family Therapy
Group Therapy
Consultation
Parent Education/Training
Travel Time
Clinical Case Management

Thorbecke, William, Ph.D.
3434 SW Kelly Street
Portland, OR 97201
248-3684

Consultation
Psychological Evaluation
Family Therapy
Group Therapy
Individual Therapy

Tovey, Jack So., MSW, LCSW
12608 SE Stark
Portland, OR 97233
253-5083

Consultation
Family Therapy
Individual Therapy
Travel Time
Family Therapy w/Co-Therapist

University Hospital & Clinics
3181 SW Sam Jackson Park Road
Portland, OR 97201
494-8615
494-8646

Medical Evaluations
Mental Health Assessment
Psychiatric Evaluation
Psychological Evaluation
Consultation
Daily Structure and Support
Family Therapy
Group Therapy
Individual Skills Training
Individual Therapy
Missed Appointment
Physician Individual Therapy
Physician Medication Management
RN Medication Management
Travel time
Clinical Case Management
Medical Family Therapy
Family Group Therapy

Van Buren, Mason, LCSW
425 SW 2nd Ave
Lake Oswego, OR 97034
635-6136

Consultation
Family Therapy
Group Therapy
Individual Therapy
Travel Time

Waverly Children's Home
3550 SE Woodward
Portland, OR 97202
234-7532
FAX #233-0187

Mental Health Assessment
Consultation
Day Treatment Program
Individual Skills Training
Daily Structure and Support
Family Therapy
Group Therapy
Individual Therapy
Missed Appointment
Physician Medication Management
RN Medication Management
Travel Time
Clinical Case Management

PROVIDER**SERVICE TYPES**

Waverly, cont.

Medical Family Therapy
Family Group Therapy

Winn, Tom, RMTBC
4301 NE Mason
Portland, OR 97218
281-8437

Consultation
Individual Therapy
Travel Time
Group Therapy

Winnwalker, Jodi (formerly)
Ernst, Beverly Jo, EMTBC
4301 NE Mason
Portland, OR 97218
287-8286

Consultation
Individual Therapy
Travel Time
Group Therapy

Wollert, Richard, Ph.D.
1220 SW Morrison \$929
Portland, OR 97205
(503) 241-0466

Consultation
Psychological Evaluation
Individual Therapy
Family Therapy



MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
CHILD & ADOLESCENT MENTAL HEALTH PROGRAM
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3999
FAX # (503) 248-3328

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Attachment 2.2C

MED PROGRAM OFFICE

Criteria for Judging Students as Qualified Mental Health Professionals Under OAR 309-16-005 (15)

August 26, 1987

Many of the Mental Health agencies in Multnomah County have served as active training sites for the development of new professionals with expertise in the field of child and family treatment and treatment of the chronically mentally ill. This is a necessary activity in order to maintain a pool of professionals with background and direct experience in mental health issues. Students involved in placement have substantial academic background and are in an apprenticeship mode under close supervision and monitoring. Case assignments move in graduated succession from less complicated cases to cases requiring more intensive involvement. Student placement serves to expand the number of clients who can receive service for mental health issues, as well as broadening the agency's range of programs.

Students who do not otherwise qualify as a mental health professional may be included in the definition of qualified mental health professional for Multnomah county MED service elements under the conditions set forth below:

1. The student is in the second year of an accredited graduate program in an accredited university or college pursuing a degree which would qualify for Qualified Mental Health Professional status upon completion;
2. That supervision be provided at the ratio of one supervisory hour for every eight hours of direct service. Supervisory hours may include both individual and group supervision activity.
3. That the hours of services delivered by students not exceed 20% of the total provided by the agency service element.

(over)

4. That the Multnomah County MED Program Office have on file an approved training/supervision plan from each participating agency. Each plan would include the following:
 - a) The name of the placement institution/s.
 - b) The name of the faculty liaison/s.
 - c) The name of the designated field instructor/s meeting appropriate qualifications.
 - d) A listing of training in supervision completed by field instructor/s.
 - e) A supervision plan that includes type (e.g., individual meeting, required trainings, case review process) and frequency of supervision.
 - f) The number of students.
 - g) The student/caseload ratio.
 - h) The supervisor/student ratio.



MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
CHILD & ADOLESCENT MENTAL HEALTH PROGRAM
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3999
FAX # (503) 248-3328

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Attachment 2.3A Client Pathway to MCO Mental Health Services

CLIENT RECEIVES INFORMATION ON ACCESS TO SERVICES

Through CareOregon Member Relations

CLIENT REFERRED TO MENTAL HEALTH ASSESSMENT

By Self
By Primary Care Physician
By Mental Health participating Provider

If Emergent or Urgent Care Need:
Contact MCO 24-Hour Access
MCO Mental Health Consultant Provides Screening and Referral

CLIENT RECEIVES ASSESSMENT (Thorough, comprehensive assessment that coordinates and plans for individualized care)

Performing provider(s) does initial assessment process

MCO precertifies higher-end intensive services

CLIENT RECEIVES TREATMENT (Per assessment of client need, client referred to participating provider)

Participating Provider provides individualized, linked, coordinated, flexible and broad based care

AUTHORITY

MCO has ability to arbitrate clinical disagreement and has final clinical authority

MCO also facilitates contracting for second opinions in assisting in arbitration

Attachment 2.4 B1

PLAN OF CARE

PARTNERS PROJECT
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3999

PROGRESS REPORT AND SERVICES AUTHORIZATION

CONFIDENTIAL INFORMATION
DO NOT RELEASE

Page 1

CLIENT NAME: _____ CASE#: _____ MEETING DATE: _____

DATE OF ENROLLMENT: _____ REPORT PERIOD COVERED _____ to _____ AUTHORIZED PERIOD _____ to _____

NEXT MEETING DATE AND LOCATION: _____

We, the undersigned Service Team Members, participated in today's service planning, meeting and understand that a Plan of Care summarizing service objectives, strategies, and responsibility will be developed from today's discussion.

I have reviewed the Plan of Care and approve the implementation of this plan.

Partners Project Psychiatrist Signature

Date

Date Next POC Signature Due _____

NOTES

Managed Care Coordinator

Date

Partners Project

PLAN OF CARE

Child and Adolescent Mental Health Program

426 SW Stark, 7th floor

Portland OR 97204

(503) 248-3999

PROGRESS REPORT AND SERVICES AUTHORIZATION

* CONFIDENTIAL INFORMATION
DO NOT RERELEASE

Page 2

CLIENT NAME: _____ CASE#: _____ MEETING DATE: _____

LONG-TERM GOAL: _____
(one year or more)

SHORT-TERM GOAL: _____
(90 days or fewer)

PROBLEMS/NEEDS/STRENGTHS:

Advocacy/Case Coord**Emotional/Behavioral**Home/Resid**Educational/Daily Structure**Social/Recreation**Medical/Physical**Legal/Judicial**Safety/Crisis

1. ADVOCACY/CASE COORDINATION:

2. EMOTIONAL/BEHAVIORAL: CGAS = _____

3. HOME/RESIDENTIAL:

4. EDUCATIONAL/DAILY STRUCTURE:

5. SOCIAL/RECREATIONAL:

6. MEDICAL/PHYSICAL:

7. LEGAL/JUDICIAL:

8. SAFETY/CRISIS:

Managed Care Coordinator

Date

NEED/
STRENGTH
PROBLEM #

OBJECTIVES

STRATEGIES/SERVICES:

FREQUENCY/SCHEDULE

RESPONSIBILITY:

OUTCOMES:

(Complete at end of
authorized period)

Managed Care Coordinator^{*}

Date

Attachment 2.4 B2

Client Name _____
ID#: _____
MCC Name _____
Date Completed _____

[illegible]

ATTACHMENT 2.4 C1
WORK PLAN: PARENT CONSULTANT

ACTIVITY 1. To research, promote and implement a training session for a group of parents currently receiving mental health services for their children through the Partners Project. The training would be conducted by the Families in Action project of the Research and Training Center on Family Support and Children's Mental Health, located at Portland State University.....**PRIORITY 1**

Tasks: a. Contacting parents to discuss individual interests in forming a group which would then receive training to assist in their role on boards and committees that address services for children and families with special behavioral and emotional needs.

b. The promotion of a gathering of interested parents in order to meet one another and discuss interests/concerns and set priorities as a group.

c. Telephone the above mentioned group of parents to get a consensus as to date and time for training session with the Families in Action Project.

d. Training session will take place at Portland State University.

ACTIVITY 2. The write-up of a Partners Project family member brochure/packet. This packet will consist of a guide for parents joining the partners Project, an information booklet on the common language used by professionals in mental health, a welcome letter, and brochure explaining what the partners Project is and what its mission is. This list is not exclusive; research is needed in order to make specific recommendations.....**PRIORITY 2**

Tasks: a. To research what information is to be provided in the packet. The research will consist of exploring currently used packet information/lay-out by other mental health agencies and utilizing feedback and input from the Partners Program Development Specialist.

b. Individual write-ups of each item to be placed in the packet.

ACTIVITY 3. To implement an orientation procedure for families new to the Partners Project. The orientation might consist of meeting with the family prior to the clinical review and then follow-up contact after enrollment into the Partners Project.....**PRIORITY 3**

Tasks: a. Will research with the Partners Program Development Specialist the significant issues; confidentiality,

steps and information appropriate to orientation, goal of drawing other parents in to act as orientators, etc.

b. Will explore with other parents currently receiving services from Partners the interest of acting as orientators to new parents coming into Partners.

c. Will explore and implement training sessions for the above mentioned individuals in order to act as orientator's.

d. Will assist the Partners Program Development Specialist in trainings necessary for orientators.

ACTIVITY 4. Will explore, promote and implement networking among families currently receiving mental health services through Partners.....**PRIORITY4**

Tasks: a. Will research what is of interest to the families - i.e., a newsletter? Support groups? Legislative involvement? Specific training? etc.

ACTIVITY 5. To research, compile and write up a Summer Program Guide for the children and adolescents currently active in the Partners Project. The programs will be researched and explored in relation to children and adolescents with mental health needs. Some pertinent questions will be: How are behaviors handled? Does program staff administer medication? Are staff knowledgeable in such diagnosis as ADHD, autism, OCD, schizophrenia, etc? What are the transportation issues? Is aftercare provided? What is staff to student ratios? It is the intention that the guide will be easily read and helpful to managed care coordinators....**PRIORITY 5**

Tasks: a. Phone each program and speak with the administrator in order to then provide a description of each program based on the above mentioned questions. Also explore programs outside of our current lists.

b. Type the program descriptions and compile a "guide" format.

ATTACHMENT 2.5
CAREOREGON MEMBER HANDBOOK
(Enclosed at end of document)

ATTACHMENT 3.1 A1
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

Title: Educating Clients on Access to Emergency and/or Urgent Care

Client Relations

Send Client Handbook and informational card to all new clients.

Post notices in all facilities with information on how to access after hours, urgent and emergency care.

MCO Client Care Coordinator or Provider

Review procedures for emergency and urgent care with client at first visit and on any subsequent occasion when clinical condition might require urgent or emergent care. Support and re-education to members showing inappropriate utilization will be provided.

Triage Mental Health Consultant (QMHP)

Inform client and/or family of steps to take to access urgent or emergent care in the course of assessing client's condition.

Client Relations

Follow-up contact to explain access system to all clients who have unauthorized urgent or emergent care events and problem-solve with families to prevent recurrence of the same difficulty.

ATTACHMENT 3.1 A2
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: Notification of Emergency Room After Normal Hours of Operation

MCO participating providers are required to incorporate the following into their practices:

MCO Mental Health Consultant (QMHP)

Assesses MCO client's need for emergency care or is notified that client has called 911.

Call emergency room with referral information and MCO authorization to treat client. Request report of ER services for client clinical record and MCO Office.

Incorporate crisis planning and after-hours care into treatment plans and reassess adequacy of crisis plan after client use of emergency services.

ATTACHMENT 3.1 A3
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: After Hours Call-In Standard

MCO and its participating providers are required to incorporate the following into their practices:

Call comes from MCO client after office hours:

Non-Clinical Support Staff

- A. If answer client telephone call initially, follow clinical screening guidelines.
- B. Put call on hold or take message per guidelines.
- C. At the time of the client's initial call, he/she will be informed of the estimated response time.

Triage Mental Health Consultant (QMHP)

- A. Responds to client call immediately, or within twenty minutes.
- B. Gathers information and assesses client clinical condition.
- C. Gives appropriate clinical advice or referral.
- D. Documents call and any advice/referral provided to client.
- E. Sends original documentation to be filed in client's chart.



MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
CHILD & ADOLESCENT MENTAL HEALTH PROGRAM
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3999
FAX # (503) 248-3328

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

INPATIENT PSYCHIATRIC HOSPITALIZATION PROCEDURES FOR CHILDREN/ADOLESCENTS WITH MEDICAID

Emergency Admission: Child/adolescent who is an immediate danger to self or others can be taken directly to a participating hospital. Whenever possible, please call first to notify the hospital and check bed availability. On presentation at the hospital ER, the physician determines if the child will be admitted.

Non-Emergency (Urgent) Admission:

1. Parent, Caregiver, CSD Caseworker, Juvenile Worker, or other concerned person initiates a consultation with the child/adolescent's mental health therapist. If hospitalization appears indicated from the assessment, the child's mental health therapist consults with a crisis worker from the Crisis Response Community Mental Health Center. When the child/adolescent does not have a therapist, a crisis worker from the Crisis Response Community Mental Health Center assesses the need for psychiatric hospitalization is indicated. Multnomah County crisis workers are available at:

Mental Health Services West
710 SW 2nd Avenue, 2nd Floor
Portland, Oregon 97204
(503) 228-0373
FAX 273-8390

Mt. Hood Counseling and
Assessment Center
17200 SE Stark
Portland, Oregon 97233
(503) 261-1941 FAX 261-1745

Garlington Center-North/Northeast
911 N. Skidmore
Portland, Oregon 97212
(503) 249-7990
FAX 249-8740

Network Behavioral
Healthcare, Inc. (Southeast)
2020 SE Powell
Portland, Oregon 97202
(503) 238-0780 FAX 231-0571

After regular hours and on weekends, Metro Crisis Intervention Services answers the mental health centers' phones; and provides telephone screening and crisis consultation day or night. **Call Metro Crisis at 233-6161 (TDD 227-1010), ask for a supervisor, and state you are calling to assess for hospitalization.** Metro Crisis staff will assist you and, if needed, will "page" an on-call person from a crisis response mental health center.

If a child resides in a JCAHO or RES MED residential program AND the consulting psychiatrist determines hospitalization is indicated, the residential program can contact the hospital directly.

2. The mental health therapist or crisis response worker will contact intake worker at a participating hospital (Caremark-Emanuel (formerly Holladay Park), Providence, or St. Vincent) to make referral for hospitalization. Notify hospital admission staff of the specific questions and concerns you would like addressed during hospitalization.

3. Hospital physician makes final decision on admission.
 4. If child is in the custody of CSD, CSD caseworker must sign child into hospital. At time of admission, please include documentation of wardship/guardianship when nonparental guardian, and a signed release of information for all current and relevant past treatment providers. Notify intake/admission staff if a child is on medication or has a medical condition.
- PLEASE BRING or FAX copies of previous psycho-social histories and current planning, hospitalization reports, psychological and psychiatric evaluations, mental health and medical summaries, and residential referral WITH the child, OR on next working day if placed after hours. The assessment and planning can then begin immediately at the hospital and evaluations are not duplicated.
5. Medicaid Authorization Specialist (MAS) is notified of admission by hospital within 36 hours and by the involuntary commitment worker in the case of a hospital hold.
 6. When child/adolescent is hospitalized, Medicaid Authorization Specialist (MAS) consults with CSD caseworker and hospital regarding extended stays.
 7. See a *Plan to Co-manage Local Hospitalization of Medicaid-Eligible Children and Adolescents with Acute Treatment Needs* for further detail.

ACUTE PSYCHIATRIC LOCAL HOSPITALS/MEDICAID*

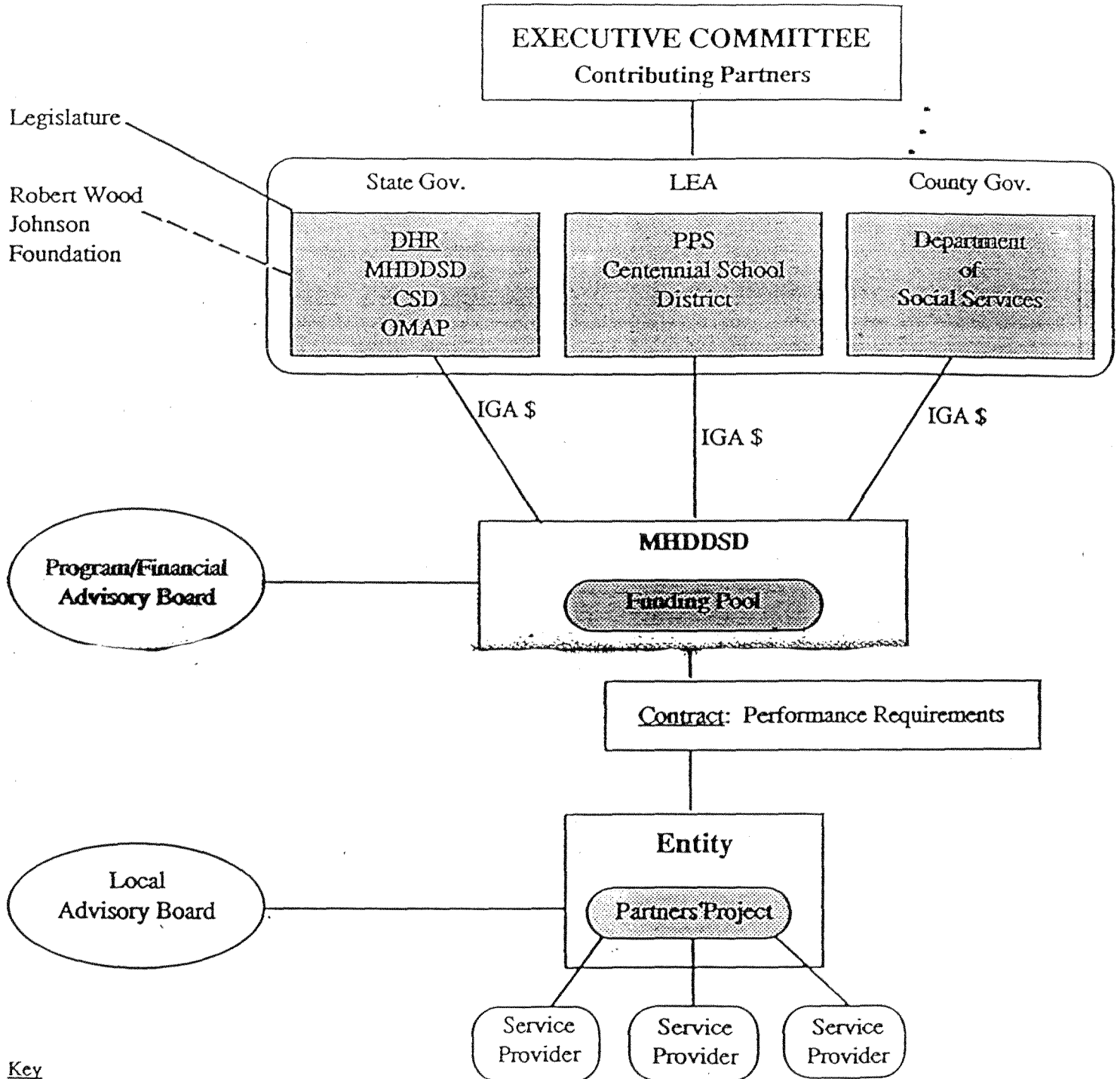
HOSPITAL	CONTACT WORKDAYS	AFTER HRS/WKND
Caremark-Emanuel (formerly Holladay Park) (FAX) 280-4846 3001 N. Gantenbein, Floor 2R Portland, 97227	Child & Adolescent Treatment Program, Age 10-17 years 280-4848 Ask for Psychiatric Admissions Specialist; after admission, call 280-4844	Ask for Psychiatric Admissions Specialist 280-4848
Providence (FAX) 230-6231 4805 NE Glisan, Floor 6L Portland, 97213	Child & Adolescent Program, Age 4-17 years 230-6133 8:30 a.m.-6:30 p.m. Ask for Intake Coordinator	After 6:30 p.m., ask for Charge Nurse 230-6018
St. Vincent (FAX) 291-2485 9205 SW Barnes Rd., 5th Floor Portland, 97225	Young Adult Program, Age 13-17 years**; for screening and Medicaid insured, call 640-3473; other admissions and MAS referrals, Rebecca Maese at 320-8286; after admission, call Julie Plekan at 291-3594	For screening and Medicaid insured, call 640-3473; other admissions, call 320-8286
Sacred Heart (FAX) 686-8944 1255 Hillard Eugene 97401	Behavioral Health Services Adolescent Program Age 12-17 years; call 1-503-686-7044; ask for Intake Social Worker	Ask for Charge Nurse, 1-503-686-7044

*Emergency rooms can be accessed directly in an emergency situation.

**Younger only with medical director approval.

PARTNERS' PROJECT GOVERNANCE MODEL

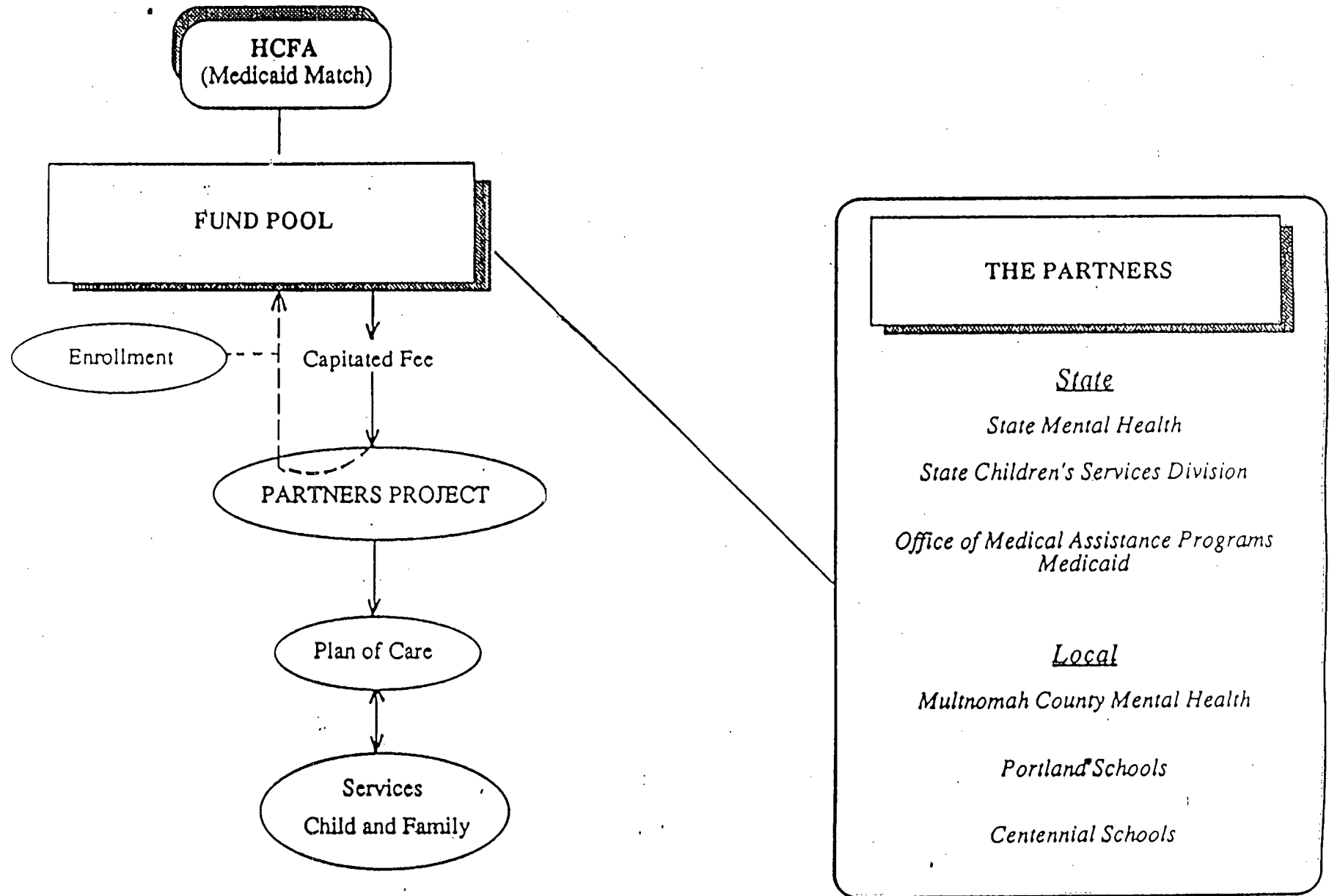
ATTACHMENT 4.1 A



Key	
CSD	Children's Services Division
DHR	Department of Human Resources
IGA	Intergovernmental/Agency Agreement
LEA	Local Education Agencies
MHDDSD	Mental Health & Developmental Disability Services Division
OMAP	Office of Medical Assistance Programs
PPS	Portland Public Schools

"MULTNOMAH COUNTY PARTNERS' PROJECT"

NEW MECHANISMS FOR SINGLE STREAM FUNDING: OREGON



ATTACHMENT 4.1 B1

RWJ Partners Project

Partners Project Service Array

7/1/92 through 4/15/93

Day Hospital	3570 daho	
Day Hospital Total		3570

Day Treatment	683066.57 datx	
Hospital Day Tx	1260 datx	
Day Tx Total		684326.5

Academic Remediation	195 ed	
Aide/Classroom	13834.81 ed	
School Supplies	227.06 ed	
School Materials	3.69 ed	
Educational Materials	270 ed	
School Uniform	85 ed	
School Incentive	125 ed	
Aide/One-to-one	1223.74 ed	

Travel Training	530-370 ed	
Socialization	157.5 ed	
Education Support Total		16651.8

Psychological Eval	2957.5 eval	
Clinical Evaluation	140 eval	
Psychiatric Eval	723 eval	
Firesetter/Sex Off Eva	360 eval	
LLB Assessment	500 eval	
Assessment (SOA)	495 eval	
Sensorimotor Evaluatio	175 eval	
Polygraph	300 eval	
Sex Offender Eval	220 eval	
Evaulation Total		5870.5

Medication	64.8 med	
Corrective Lenses	94.95 med	
Vision Therapy	243 med	
Drug/Alcohol Tx	20 med	
Medical Services Total		422.75

Emergency Shelter	208.25 oth	
Strategy consultation	180 oth	
Copy Records	5.62 oth	
Supplies	25 oth	
Records Review	85 oth	
Clothing	375 oth	
Air Fare	226.5 oth	
Parking	5.5 oth	
Alarm Clock	7.97 oth	
Heater and Tank	115.99 oth	
Bedding	99 oth	
Wrist Watch	24.95 oth	
Other Services Total		1358.78

Ind. Therapy (Clinic)	120693.15	oupt
Neuro-Psych Therapy	600	oupt
Ind. Group Th (SOAP)	150	oupt
Ind. Skills Training	372	oupt
Consult/Psychologist	287	oupt
Travel Time	779.25	oupt
Group Therapy	8759	oupt
Case Consult	48179.01	oupt
Consult/Psychiatric	254.78	oupt
Medical Psychotherapy	38.7	oupt
Phys. Ind. Therapy	1852	oupt
Medication Management	13032	oupt
Family th/ Community	10237	oupt
Family Th\Clinic Based	31140.75	oupt
Crisis Services	255	oupt
Family Th (SOAP)	2925	oupt
Ind Therapy (Comm)	9951.59	oupt
Family Group (SOAP)	1050	oupt
Case Consult/Com Based	1200	oupt
Consult\Clinic Based	44	oupt
Music Therapy	1400	oupt
Consult/Mental Health	340	oupt
Medical Fam. Psychothe	1317.5	oupt
Ind. Therapy (SOAP)	2385	oupt
Mental Health Assessme	3147.76	oupt
DSS	9123.45	oupt
Outpatient Svcs Total	269513.9	

Parent Training(Ind./F	2925	pe
Parent Training - In H	13989.5	pe
Skill Building	21.4	pe
In-Home Incentive Prog	25.21	pe

Parent Education Total 16961.11

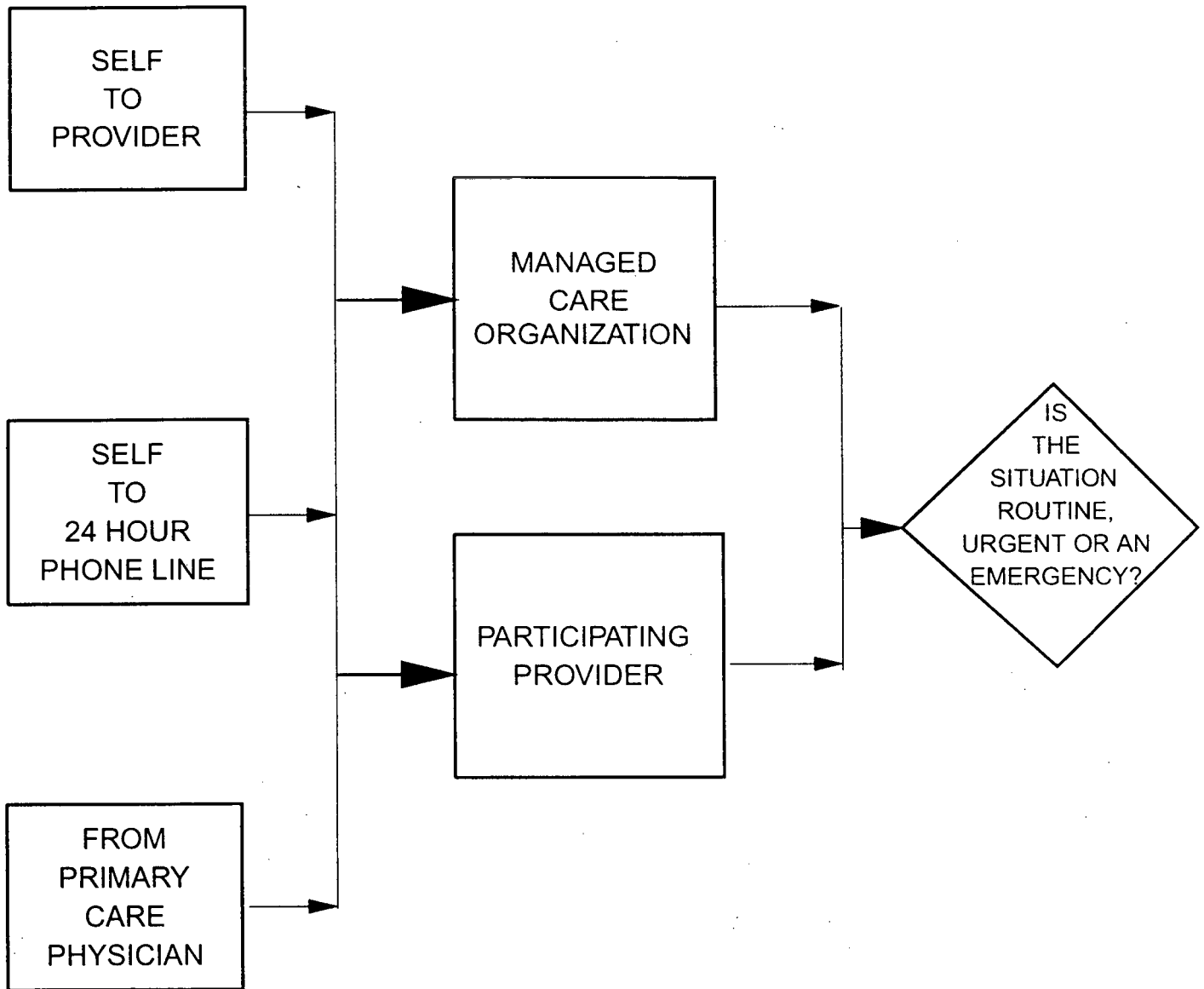
Personal Training	80	rec
Spring Break Camp	40	rec
Camp Supplies	98.76	rec
Talent Development	1427.5	rec
Recreation/Other	4159.72	rec
Dance Wear	19.5	rec
Recreation/Equipment	363.85	rec
Ice Skates	99.75	rec
Recreation/Class	1292.5	rec
Ballet Outfit	35	rec
Swimming	17.5	rec
Structured Activity	90	rec
Swim Suit	32	rec
Band Uniform	50	rec
Duffle Bag	8.9	rec
Art Supplies	30	rec
Summer Camp	1773	rec

Recreation Total 9617.98

Respite Care/Home	23071 resp	
Respite Care Planned o	42333.53 resp	
Respite After School	3566 resp	
Supervision	496.5 resp	
Planned Shelter Care	26155 resp	
Respite Care/Emergency	4220 resp	
In-Home Support/Respit	385 resp	
Respite/Big Bro-Big Si	3210 resp	
Big Bro/Big Sis (BGAS)	7760 resp	
Respite/Day Care	3087 resp	
Respite Transition	872.75 resp	
Respite Total		115156.7
Transportation	17278.38 tran	
Transportation Total		17278.38
	1140728.59	1140728.

SYSTEM OVERVIEW
ATTACHMENT 4.2A

MCO ACCESS TO SERVICES



**ATTACHMENT 4.2 A1
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE**

TITLE: Access to Services

MCO participating providers are required to incorporate the following into their practices:

Policy: MCO will assure that clients have access to timely, appropriate preventive and ameliorative mental health services.

Procedures:

1. Participating providers have written procedures to schedule routine, preventive and urgent appointments.
2. MCO clients are scheduled for appointments according to their mental health needs. Initial assessment services are scheduled according to timelines required by the Oregon Administrative Rules. Routine and follow-up appointments are scheduled to occur as clinically appropriate within 15 working days from the day of referral. Urgent care appointment scheduling is based on client need or request, and clients are scheduled to be seen immediately or within 48 hours.
3. Client initial history and mental health assessment are scheduled in longer appointment slots to allow for preventive care and mental health education as needed.
4. Participating providers will arrange interpreter services as needed by clients to access routine and urgent care during office hours. After hours triage and referral services will include assistance with clinical interpretation needs.
5. Participating providers will provide for recruitment of ethnic minority staff to ensure that services are delivered in a culturally appropriate and sensitive manner.
6. Clients' average waiting time for scheduled appointments is from 10 to 20 minutes.

Attachment 4.2 A2
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: MCO REFERRAL PROCEDURES

MCO participating providers are required to incorporate the following into their practices:

POLICY: Mental health service providers will conduct the initial mental health assessment and treatment plan as a triage service. The participating provider will contact the MCO to request authorization of proposed services when provider determines that further assessment is necessary for treatment to continue beyond established MCO standards of care following the initial phase of treatment or that a more restrictive level of care may be needed for the child. The provider may refer clients to other participating specialty providers. If referral to a non-participating provider is proposed, MCO prior authorization is required.

If already involved in mental health care, MCO clients must contact the MCO for referral and authorization per MCO standards and procedures regarding practitioner choice.

1. Referral Procedure: MCO to Participating Provider

If the MCO is referring the client to a participating provider, the MCO documents the referral in the MCO referral log and contacts the participating provider so the client can arrange the appointment.

- A. The MCO completes the Referral Form and gives or mails one copy to the client to take to the participating provider. The MCO also mails a copy to the participating provider. One copy is retained for the MCO record, and one copy is filed in the client clinical record, if MCO Care Coordination is involved.
- B. The MCO or client schedules the appointment.
- C. All missed appointments are followed up by the provider or, where applicable, the assigned MCO Care Coordinator, to assist the client to reschedule. Failure to keep appointments are documented in the client's clinical record.
- D. The participating provider sends a report of the services provided to the MCO.
- E. Requests by the client or participating provider for additional services will not be authorized by the MCO prior to MCO review of reports of findings from previous visits.

2. Referral Procedure: Non-Participating Provider

To be Developed.

3. Referral Procedure: After Hours and Emergency Referral:

If the client requires after hours and emergency referral:

- A. Outside regular office hours the client may call the MCO 24 Hour Access Line to request after hours and emergency referral services. Clients who are currently under the care of a participating provider may call that provider for services related to the condition managed by the participating provider. In addition, Emergency Room and other providers may contact the MCO 24 Hour Access Line to request authorization to treat a client. The MCO will assess the need for urgent or emergency care and authorize a service or refer the client to the most appropriate provider or facility as needed. In cases that are clearly non-urgent and non-emergent the client will be advised to arrange an appointment for care during office hours.
- B. The MCO Mental Health Consultant who gives to the participating provider or facility an authorization for necessary service completes a Referral Form and sends a copy of the Form to the MCO for review. If the Emergency Room visit results in hospitalization, the MCO must be notified as soon as possible by telephone. A report of ER services given will be requested and sent to the participating provider for inclusion in the clinical record. A copy of the report is also sent to the MCO along with the claims form.
- C. Unauthorized emergency treatments by providers other than participating providers will be processed as a regular referral. All service reports are requested and reviewed by the MCO and filed in the clinical record. No claims on unauthorized services are paid without a review of the service report. The MCO will review all unauthorized services by non-participating providers and all emergency referrals to assure appropriateness of the referrals and authorizations. Claims for unauthorized non-emergency treatments will not be covered.

4. Referral Procedure: Hospitalization

If client needs hospitalization:

- A. Follow as outlined in #3 above. The participating provider must also document in the clinical record the date, reason and expected duration of hospitalization.
- B. At the time of discharge the clinical record notation must include the actual duration of hospitalization, the follow up plans and the appointments for outpatient follow up visits or other community based services. Hospitalization summaries, including consultation reports and discharge plans will be reviewed and filed in the client's clinical record.

5. Referral System Coordination

- A. The MCO QI Section will coordinate the Referral System to assure monitoring of referral by frequency, type, appropriate level of service, authorizations, and services by non-participating providers.
- B. The MCO assists participating providers to establish optimum referral networks in their communities.
- C. The MCO maintains a record of all referrals, and reports referral patterns to the QI Committee.
- D. The MCO reviews and authorizes or denies referrals to non-participating providers.
- E. The MCO assures that referral documentation is entered in the encounter data system at the participating provider site from the Encounter Form or the Referral Form. Referral documentation includes client name, participating provider name, date of referral, date of service, type of service and name of referral provider. Summaries of referral activities by participating providers are submitted to the MCO monthly.

ATTACHMENT 4.7A

WRAP-AROUND SERVICES

A wrap-around intervention is developed and/or approved by an inter-disciplinary services team, is community-based and unconditional, is centered on the strengths of the child and family, and includes the delivery of coordinated, highly individualized services in three or more life domain areas of a child and family.

An inter-disciplinary services team, at a minimum, includes: 1) The parent and/or surrogate parent (i.e., foster parent or guardian); 2) If the child is in custody, the appropriate representative of the state (social worker or probation officer); 3) A lead teacher and/or vocational counselor; 4) If the child is in mental health treatment or should be in mental health treatment, the appropriate therapist or counselor; 5) A case manager or services coordinator (a person who is responsible for ensuring that the services are coordinated and accountable); 6) An advocate of the child and/or parent; and 7) any other person influential in the child's or parent's life who may be instrumental in developing affective services, such as a neighbor, a physician, a relative, or a friend. In addition, the child should be included on the team unless to do so would be detrimental to the development of the child.

Community-based means in the local community or rural area where the child and his-her family live. Restrictive or institutional care should be accessed for brief stabilization only.

Unconditional means that the team agrees to never deny services because of extreme severity of disability, to change services as needs of the child and family change, and to never reject the child or family from services.

Strengths of the child and family means that the positive aspects of the child, family, and community must be considered and be part of individualized services.

Individualized services are based on specific needs of the child and/or family, and not on a particular categorical intervention model. These individualized services are both traditional (therapy; foster care; etc.) and nontraditional (hiring a special recreational services, etc.). Traditional services should be accessed only when they can be tailored to the specific needs of the child and family.

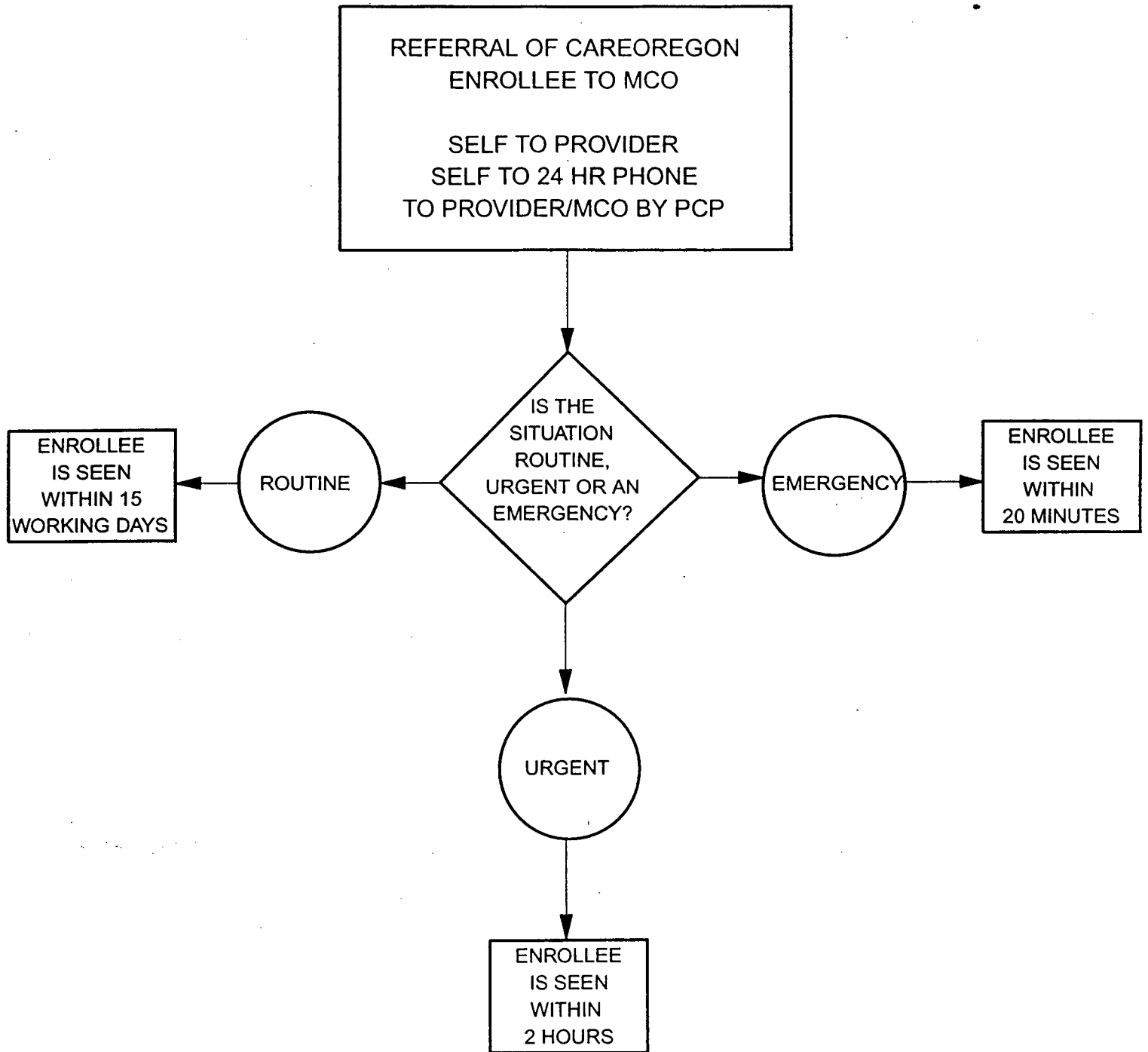
Life domain needs are areas of basic human needs that almost everyone experiences. These are: 1) Residential (a place to live); 2) Family or surrogate family; 3) Social (friends and contact with other people); 4) Educational and/or Vocational; 5) Medical; 6) Safety (the need to be safe); and other specific life domain areas such as cultural/ethnic needs or community needs.

From the International Initiative on the Development, Training, and Evaluation of Wrap Around Services.

SYSTEM OVERVIEW

ATTACHMENT 4.10B

TIMELY ACCESS PROCESS



ATTACHMENT 4.10 C1
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: Documentation of No-Show Appointments

MCO participating providers are required to incorporate the following into their practices:

MCO client does not keep scheduled appointment for mental health care:

Non-Clinical Support Staff

Document date, type of appointment and failure to keep appointment in the client clinical record on the same day.

Route record to triage mental health consultant (MCO staff) or provider, as appropriate.

Triage Mental Health Consultant (QMHP)

Review client's clinical record.

Assess need for and type of follow-up to occur, e.g. telephone contact, attempt to reschedule, failed appointment letter, etc.

If telephone contact required, call client. Otherwise route to non-clinical support staff for specified follow-up.

Non-Clinical Support Staff

Follow-up as directed by mental health consultant or provider and according to policy.

Documentation

Any type of recall/follow-up with the client is noted in the clinical record. Types of recall could include telephone contact, failed appointment letters, etc., and they would each be entered in the client record by whoever takes the action.

ATTACHMENT 4.10 C2
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: Telephone Consult Policy

MCO and participating providers are required to incorporate the following into their practices:

Call comes from MCO client during office hours:

Non-Clinical Support Staff

- A. If initially receive the call, follow clinical screening guidelines.
- B. Refer all advice calls to provider or MCO mental health consultant (QMHP).

Provider Mental Health Consultant

- A. Answer client telephone calls directly.
- B. Obtain consultation as necessary when client's condition/symptoms exceed scope of practice.
- C. Document call and advice in clinical record.
- D. Send original copy to clinical record and copy to MCO.

If Call comes from MCO client during non-office hours:

Triage Mental Health Consultant

- A. Answer client telephone calls directly.
- B. Obtain consultation as necessary when client's condition/symptoms exceed scope of practice.
- C. Document call and advice.
- D. Send original copy to clinical record and copy to client's current mental health provider, if applicable.



MULTNOMAH COUNTY OREGON

CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
MENTAL HEALTH YOUTH AND FAMILY SERVICES DIVISION
426 SW STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3999

BEVERLY STEIN
COUNTY CHAIR

Multnomah County Child and Adolescent Mental Health Program (CAMHP) Medicaid-eligible Client Wait List Policy and Procedures

Definition: Eligibility for Wait List

1. Children who are Medicaid-eligible and age from birth to 21 **AND**
2. Child or guardian has requested mental health services from the subcontractor agency **AND**
3. Child is unable to receive services from the agency within 15 working days.

Wait List Policy Statement

All subcontractor agencies are a part of the Child and Adolescent Mental Health Program System. Children and families who are Medicaid-eligible, and request services from an agency, but are unable to receive those services within 15 working days should be placed on the agency's wait list. The agency will then place those children's names and other requested information on the weekly CAMHP Medicaid-Eligible Children Wait List for Services report (form attached).

Wait List Procedures

1. Please provide the following information to the contact person at the time of the initial request for services:
 - a. The agency you are calling is a part of the Multnomah County Child and Adolescent Mental Health Program system;
 - b. You may receive services from any agency that is part of our system;

- c. Our system is concerned that you get services for your child as soon as possible. When you call for an initial appointment, the agency will record your name, address, birth date, contact person's name and phone number, etc. We will give this information to the Multnomah County Child and Adolescent Mental Health Program (CAMHP) if you have to wait more than 15 working days to receive mental health services at our agency. The County Wait List Coordinator will call you to see if you wish to remain on our wait list and if you would like the Coordinator to help you get an assessment for your child or receive other mental health services from another agency in a shorter period of time.
2. Please fax your wait list on the CAMHP Medicaid-Eligible Children Wait List for services each Monday by 4 p.m. to Terry Hu, Wait List Coordinator, at fax number 248-3328.

We really appreciate your assistance in our joint efforts to provide timely mental health services to the Medicaid eligible children and their families. Please feel free to call Terry Hu at 248-3999, ext. 2980, if you have any further questions.

CAMHP MEDICAID-ELIGIBLE CHILDREN WAIT LIST FOR SERVICES

Page _____ of _____

Phone #:

S System Coordination due to an issue with CSD or another agency

**ATTACHMENT 5.1 A
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE**

TITLE: Quality Improvement Committee Policy

Policy: The Quality Improvement Committee is responsible for assuring that client care and documentation of services meet clinical practice, MHDDSD standards, and Federal and State laws.

The objectives of the QI Committee are:

1. To assure that providers comply with current client care procedures and protocols specified in contractual agreements.
2. To review all aspects of care provided by MCO staff and providers, including history, diagnosis, treatment, case management services and client satisfaction.
3. To recommend approaches for the improvement of care, satisfaction, and documentation.
4. To assure that corrective action is taken.
5. To ensure family participation in the evaluation of care.

Medical Records

The record system is audited to address specific criteria including the following:

- a. Are records maintained according to policies and procedures?
- b. Are all relevant encounter dates recorded?
- c. Are all records complete, accurate and up to date?
- d. Are record notes legible?
- e. Does record format allow quick location of data?

Clinical Services

The system of services delivery is evaluated in order to address specific criteria, including the following:

- a. What services are provided?
- b. Do services meet family needs and treatment objectives?
- c. Can clients access services as needed?
- d. Did the client and family receive the appropriate service?
- e. Is the history complete for the presenting issue?
- f. Is the assessment consistent with the history?
- g. Did the service lead to the anticipated outcome?
- h. Does the treatment plan match the assessment and progress findings?
- i. Did the client receive the service at the appropriate time?
- j. Did service comply with policies, procedures and protocols?

k. Were the client and family asked about satisfaction with care?

Policy and Procedure Manuals

The MCO Quality Improvement section develops policy and procedure documents that cover client care and are:

- a. developed by service providers
- b. reviewed and revised annually or more frequently as needed
- c. available to all MCO staff and providers
- d. approved by the Medical Director if pertain to clinical services and by the QI section if pertain to administrative and client support services
- e. in accordance with local, state and federal guidelines, and MHDDSD contract.

Levels of MCO Providers

Relates to expertise, credentials and education level of providers. Professional credentials are regularly reviewed and copies kept on file.

Client Satisfaction

The QI Committee reviews summaries of client satisfaction surveys and provider improvement plans, and complaints and grievances.

Utilization Patterns

The QI Committee reviews patterns of clinical care to assure appropriate, timely provision of services.

Attachment 5.1 A1

**Program Review Protocol
Community Treatment Services for Children**

Multnomah County Mental Health, Youth & Family Services Division
Office of Child and Adolescent Mental Health Services

(Adapted from the Site Review Protocol, Mental Health and Developmental Disability Services Division, 2/11/87)

Date: ____/____/____ Case No.: _____ Medicaid Eligible: Yes ____ No ____
CPMS Entry Date for Service: ____/____/____ CPMS Termination Date: ____/____/____
Agency Name: _____

Reviewer: _____

Standard: OAR 309-32-130 through 155 (*Standards for Community Treatment Services*) *

** This has been repealed. However, this rule is utilized by the County as a community standard in the absence of an adopted State rule for children.*

OAR 309-16-000 through 120 (*Medicaid Payment for Community Mental Health Services*).

Source Identification (SI):

R - Client Record S - Staff Interview C - Client Interview
O - Other Interview A - Agency Interview P - Policies

PART A: CLIENT RECORD

	SI	EVIDENCE OF COMPLIANCE			COMMENTS
		YES	NO	N/A	
I. General Standards: OAR 309-32-140					
1. Evidence that agency's services:					
a. Are known to public?					
b. Provided in timely manner?					
c. Build on client's assets?					
d. Minimally disrupt client's support system?					
e. Involve previous treatment persons/agencies?					
f. Contain signed consent by emancipated minor, minor 14 years old or older, or custodial parent or legal guardian?					

	SI	EVIDENCE OF COMPLIANCE			COMMENTS
		YES	NO	N/A	
I. General Standards: OAR 309-32-140 (Cont.)					
2. Eligibility:					
a. Documented clinical impression of severe mental disorder (DSMIII-R) at risk of hospitalization or hazard to self or others? OR					
b. Child or adolescent at risk of severe mental disorder? OR					
c. Child or adolescent at risk of removal from home? OR					
d. OTHER--MEDICAID eligibility OAR 309-16-102: Child or adolescent referred as result of EPSDT program screen?					
II. Services to be Provided: OAR 309-32-145					
1. Community Treatment Service to client provides:					
a. Screening Assessed for further evaluation?					
b. Evaluation: By or under supervision of qualified professional?					
Documents nature / extent of problem?					
Documents precipitating events?					
Documents need for:					
. Psychiatric intervention?					
. Medical intervention?					
Other documentation:					
. Mental health history?					
. Alcohol/drug history?					
. Medical problems?					
. Criminal justice?					
. Family, social, work, financial history?					

	SI	EVIDENCE OF COMPLIANCE			COMMENTS		
		YES	NO	N/A			
II. Services to be Provided: OAR 309-32-145 (Cont.)							
1. Community Treatment Service to client provides: (Cont.)							
c. <i>Treatment</i> By or under supervision of qualified professional?							
Record contains:							
. Treatment plan addresses problems on problem list?							
. Progress notes reflect treatment plan and client's response to treatment?							
. Closing / Transfer Summary?							
III. Comprehensive Services Provider EPSDT Requirements: OAR 309-16-027							
1. If EPSDT referred:							
a. Mental health assessment establishing DSMIII-R diagnosis and need for service within 15 working days from the day of enrollment?							
b. If clinically appropriate, comprehensive assessment within 30 working days after assessment?							
2. If EPSDT referred, does record include Plan of Care?							
a. Child's mental health needs require services of more than one agency?							
b. Child assessed at imminent risk of placement?							
c. TPC notified of imminent risk and ISTP convened?							
IV. Medical Supervision: OAR 309-16-075							
1. Is there a physician assessment or exemption statement on or before 45 days from entry date?					Date(s) of physician's signature:		
2. Is there physician written approval of initial treatment plan within 60 days after enrollment?					Date(s) of physician's signature: <i>at</i>		
3. Is there a physician signed approval of treatment plan and evidence of 90 day summary every 90 days thereafter?					Date(s) of physician's signature:		

	SI	EVIDENCE OF COMPLIANCE			COMMENTS
		YES	NO	N/A	
V. Clinical Record Requirement: OAR 309-16-080					
1. If client referred as result of EPSDT screen, does record include:					
a. Date of most recent screen?					
b. Name of screener?					
c. Screening agency?					
d. Date of enrollment in mental health program?					
2. Is there a physician signed treatment plan itemizing:					
a. Individualized treatment objectives?					
b. Treatment regimen to meet treatment objectives?					
c. Projected schedule of service delivery?					
d. Frequency and duration of service?					
e. Name of qualified staff who will deliver service?					
f. Projected schedule of reevaluation or update of treatment plan?					
3. Do progress notes identify:					
a. Specific services rendered?					
b. Date of service?					
c. Who delivered the service?					
d. Setting where services is delivered?					
e. Time taken to deliver the service?					
f. Treatment regimen problem # authorizing service?					
g. Statement of client progress, regression or no change?					

PART B: AGENCY INTERVIEW (Complete one time only for each site)

	SI	EVIDENCE OF COMPLIANCE			COMMENTS
		YES	NO	N/A	
I. Utilization Review Requirements: OAR 309-16-090					
1. Are utilization procedures written?					
2. Do Utilization Reviews routinely occur on randomly selected cases every 90 days?					
3. If sample includes record of individual under 21 years old, does Content Review include a Treatment Planning Coordinator or designee and an individual professionally related to children's issues?					
4. Is written summary of finding on each case reviewed filed in central location at program?					
II. Review of Personnel: OAR 309-16-005					
1. Designated QMHAs are persons delivering services under direct supervision of QMHP and who have:					
a. Bachelor's degree in mental health related field? OR					
b. Combination of at least three years education, training or work experience in mental health?					
2. Designated QMHPs are persons who meet minimum qualifications per OAR 309-16-005 (24)?					

REVIEWER'S SUMMARY/COMMENTS:

Copy of review to agency: Yes _____ No _____

COPY OF THIS REVIEW DOES NOT REPRESENT A FINAL REPORT OR PROGRAM CERTIFICATION

Reviewer Signature _____

Date: _____ / _____ / _____

Revised 10/25/93

**ATTACHMENT 5.1 A2
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE**

TITLE: On-Site Program Review Protocols

Purpose: To evaluate a subcontract agency's delivery of services to assure mental health services are in compliance with all County, State and Federal requirements.

Reasons for Review

A County site review is conducted for the following reasons:

- 1) The State requires the County to assure the State that a new Multnomah County subcontract agency is in conformance with State standards;
- 2) The State requires the County to assure the State that a subcontract agency is in conformance with State standards and should be recertified for a State Mental Health Services Certificate of Approval;
- 3) The MCO Administrator considers a County site review to assure compliance with program standards.

Site Review Responsibilities

- 1) To review agency's organizational policy and procedures; to review agency's service availability; services accessibility; wait list policy; clinical record keeping practices; provision of medical supervision and utilization review; and other assigned areas of focus.
- 2) To review the agency's personnel roster of current staff, including consulting psychiatrist, with each person's degree and designation (QMHP or QMHA) listed. This includes a review of personnel' resume, transcripts and/or diploma.
- 3) To review in detail a sample of agency records. The Site Review Protocols Checklist will be used on each record. Reviewers will document the patterns of compliance or non-compliance on the checklist.
- 4) To collectively review client's findings and verbally prepare key points for exit summary to agency director and staff.
- 5) Write site review report.

Program Review Content

If an agency is not a Medicaid Provider, compliance with the Medicaid Administrative Rule OAR 309-16-000 through 120 is not mandated. However, the Clinical Record Requirement of the Medicaid Rule (OAR 309-16-080) contains language that has become a community

standard and can be useful as a observation tool during the review.

Notification to Agency

Agency must be notified at least 10 working days in advance of visit.

Sampling

For each review, a random sample of client records are selected. To prepare, the agency is instructed to send copies of the agency Termination Service Reporting Form (TSR) for the three completed months closest to the date of the review. The agency is to submit the reports two weeks prior to date of review to the designated PDS.

Report Findings

Follow format of Site Review Report, established October, 1992. Examples may be found in Central Files, under an agency's specific name.

Notification of Findings and Corrective Action Plan Requirement

The subcontract agency is to receive the County's report findings within six to eight weeks of the visit, unless circumstances require more immediate notification.

For routine reviews, agencies are to submit Corrective Action Plans to the County in writing within 30 days of receipt of the County Site Review report.

Notification to the State

Program review reports are submitted to the State if the purpose of the review is to either initiate a Certificate of Approval or to extend a Certificate of Approval. There are other special circumstances, such as health and safety reviews, that may also require State notification.

ATTACHMENT 5.3 B
POSITION DESCRIPTION
MCO Quality Improvement COORDINATOR

General Statement of Duties

The Quality Improvement Coordinator will function as the routine contact person and organizer for quality improvement activities performed by clinical staff. He/she will work directly with the MCO QI Committee as well as participating provider QI committees. Work involves coordination of the section's overall process, research and distribution of QI norms and standards, staff training and data completion, analysis, and reporting.

Supervision Received

The Quality Improvement Coordinator will report to the MCO Administrator.

Examples of Principal Duties

Train participating provider QI Committees in quality improvement standards, protocols, and procedures

Serve as contact person for MHDDSD QI/UR

Schedule meetings of MCO QI Committee

Set agenda for QI Committee meetings

Provide coordination, oversight, and technical assistance to local QI committees

Maintain a log of all committee activities, including minutes, correspondence and other related documentation

Review standards, assist in writing standards

With the assistance of the MCO QI Committee, periodically review the activities of individual provider sites to ensure appropriateness of monitoring and evaluation activities and follow-up to see that corrective action is taken when problems are identified

Prepare an annual QI report for submission to MCO Administrator

Knowledge, Skills, and Abilities

Knowledge of the principles and practice of quality improvement in mental health care

Ability to monitor the QI process locally and system-wide

Ability to provide staff training and oversight

Ability to communicate effectively

Ability to function and make decisions independently and as a team member

Ability to organize information and materials for distribution on a timely basis

**ATTACHMENT 5.3 BB
POSITION DESCRIPTION
MCO MEDICAL DIRECTOR**

Physician Staffing

Develops and revises physician qualifications statements, job descriptions, performance expectations and evaluations.

Recruits permanent MD staff. Coordinates search/advertising activities; performs initial screening and interviews of applicants; prepares and administers oral examinations (with input from other providers, MCO managers and other staff); receives and evaluates recommendations; verifies credentials; makes hiring decisions (with input from MCO managers and other staff); determines initial salary and status.

Recruits on-call physician staff. Performs search/advertising activities; screens candidates for background/skills/appropriate-ness for clinic assignments; coordinates orientation; evaluates initial and ongoing clinical performance.

Physician Orientation

Evaluates new physicians' clinical skills and scope of practice. Uses interviews, checklists, direct observation and other techniques to develop assessment of scope of practice and training needs.

Develops clinical orientation plan; works with physician and other staff in scheduling appropriate experiences and educational activities.

With MCO managers and other staff, develops and revises overall physician orientation plan.

Alerts appropriate MCO managers to new physician's specific administrative and programmatic orientation needs.

At their request, assists MCO managers in performing nonclinical orientation activities.

Orients new physicians to productivity expectations.

Reviews, "physicians' roles and responsibilities" document with new physicians.

Physician Evaluation

Evaluates physician's clinical performance. Utilizes chart reviews, direct observation and other techniques to periodically evaluate physician's clinical care performance.

Coordinates overall physician evaluation process. Gathers input re: clinical and nonclinical

aspects of performance from staff; writes performance appraisal (with consultation from program manager); schedules evaluation session; presents/negotiates performance appraisal with physician and Program Manager; negotiates physician performance goals and objectives; works with Program Manager in monitoring performance and providing feedback to physician.

With input from other staff, makes decisions on probationary status, disciplinary action and termination of physician; nominates physician staff for awards.

Quality Improvement

Responsible for development and leadership of Quality Improvement (QI) System. Collaborates with the Quality Improvement Coordinator in obtaining input from clinical, supervisory, administrative, and programmatic staff, and in developing overall quality improvement plans; responsible for overseeing and implementation and revision of QI Plan.

Responsible for evaluation of Clinical aspects of client care complaints and suboptimal outcomes. Evaluates complaints, outcomes and relevant clinical data; gives feedback to involved staff; develops recommendations and plans for handling future cases; develops educational objectives/plans to address overall relevant clinical area as necessary.

Clinical Practice

Maintains an active clinical practice of sufficient scope and depth to maintain clinical skills/knowledge and respect of provider staff.

Operations

Participates in secondary review/appraisal of Travel and Training requests; acts as consultant to Program Managers in developing system for review of training program.

Program and Clinical Supervision

Supervises Program and Clinical Managers in clinical and administrative/consultative duties (To be defined).

Consultation

Provides backup to providers. Acts as clinical consultant to requesting providers; acts as consultant to providers on selected administrative issues, e.g., medio-legal problems, "problem patient" management; distributes appropriate clinical literature and educational materials.

At their request, acts as consultant to Program Managers on practice management issues (patient flow, provider time management, etc.); assists in resolution of clinical and selected nonclinical aspects of provider performance.

Develops (with other staff) protocols, standing orders, clinical procedures; works with provider staff, Program Managers, and program staff on implementation.

With MCO Administrators and others, develops overall provider staffing plan for services, including provider mix, provider roles, etc.

Keeps current on legal and regulatory issues related to providers; acts as consultant to MCO staff on these issues; prepares guidelines, policies and procedures related to regulatory issues; responsible for assuring compliance with these provider issues.

Participates with laboratory manager and pharmacy manager in development of policies and procedures related to clinical aspects of pharmacy and laboratory services.

External Representation

Represents MCO in meetings and on appropriate boards, task forces, at request of MCO Administrator; represents MCO provider staff in dealing with appropriate regulatory bodies.

Planning and Analysis

Works with program coordinators in developing the MCO Mental Health Care Plan based on needs/demand assessment, epidemiology of the community and mental health behavior of the community.

With program coordinators, develops and prioritizes clinical objectives for mental health services.

Continuously analyzes operations of services from a provider perspective; works with provider network, MCO program coordinators, and others in developing and refining programs to more effectively achieve Clinical objectives.

Budgeting

Works with other members of management team in developing overall MCO budget.

Analyzes cost effectiveness of certain clinical activities and makes suggestions for budgeting priorities based on this analysis.

Qualifications

Board certification as a child and adolescent psychiatrist or adult psychiatrist; a minimum of five years experience in the practice of community psychiatry; a relationship with academia, including respected research experiences; well-founded knowledge of local, state, and national systems approach to current child mental health practices; experience in the area of teaching and consultation with mental health practitioners.

ATTACHMENT 5.3 B1
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: **Quality Improvement Committee Involvement in Utilization Review**

Policy: The MCO QI Committee is responsible for oversight of the UR function. This includes monitoring for consistency with applicable utilization control requirements set forth in OAR 309-16-090. Utilization Review includes an analysis of patterns of clinical care decisions to assure appropriate and timely provision of services to clients.

Procedures

1. The QI Coordinator collects from the management information system reports of utilization patterns of participating providers, including encounter and referral summaries, emergency room use, and hospitalizations.
2. UR reports are submitted monthly to the QI Committee for analysis, interpretation and recommendations for actions.
3. The QI Committee may:
 - a. Review specific client records or provider records that document client services.
 - b. Request testimony from providers who are knowledgeable about the utilization patterns under review.
 - c. Direct on-site study of utilization patterns as needed.
 - d. Recommend sanctions as needed to correct inappropriate patterns of care.
4. The QI Committee may request that the MCO Administrator review cases that are not resolved to the satisfaction of the QI Committee and the involved provider.
5. The QI Committee refers significant review findings to the MCO Administrator and MCO Medical Director for discussion and direction.

Attachment 6.1 A
MCO Mental Health Plan
Policy and Procedure

TITLE: MCO COMPLAINT PROCEDURE

MCO participating providers are required to incorporate the following into their practices:

POLICY: The MCO will have written procedures for accepting, processing and responding to all oral or written enrollee expressions of disagreement or dissatisfaction. The MCO will have written procedures for informing enrollees verbally and in writing about grievance procedures per state and federal requirements. The MCO will afford enrollees the full use of the procedures, and will cooperate if the enrollee decides to pursue a remedy through the state Department of Human Resources (DHR) hearings process via MHDDSD.

Participating providers shall have written procedures for accepting, processing and responding to all complaints from enrollees, per county, state and federal requirements.

Procedure

Performing Provider:

1. Each agency should identify an individual to receive and address patient complaints.
2. CareOregon members who have complaints about the operation of the agency may address the complaint to the provider, who should then bring the issue to the clinical supervisor.
3. When members have complaints about the provider, they should be directed to the clinical supervisor for help in addressing the issue with the provider.
4. When a clinical supervisor and/or the provider administrator cannot resolve a problem at the provider level, they should call the MCO Mental Health Provider Relations, at 999-9999 for help.

MCO Mental Health Plan

When the member who has made a complaint at the provider level is dissatisfied with the response of the agency or staff person, the member should be directed to Member Relations at the CareOregon office at 494-1834. Any complaint regarding mental health services will immediately be referred to the MCO Client Coordinator for action. Members who register their complaints orally will be responded to within 5 days. Members who file written complaints will be responded to within 30 days.

Denial of Services or Service Coverage

When a member has made a complaint concerning the denial of service or service coverage, the following applies in addition to the regular complaint process: the provider must immediately notify the member in writing of the decision. The member should be directed to use the provider's complaint procedure but not discouraged from requesting an MHDDSD hearing. All MHDDSD requirements must be followed, as required by the State.

MHDDSD' Appeal Process

If a member is dissatisfied with the response of the MCO, he or she may appeal the complaint through MHDDSD's hearing process, but must file the request for a hearing within the MHDDSD time requirements of the day the MCO responded to the complaint.

Complaints must be documented

It is required that a complaint log be maintained at each performing provider agency. The MCO will review all complaints as part of its quality improvement program.

ATTACHMENT 6.1 A1
MCO MENTAL HEALTH PLAN
POLICY AND PROCEDURE

TITLE: MCO Quality Improvement Committee Review and Study of
Formal Complaints and Grievances, and Operation of the
Complaint Process

MCO Client Relations Coordinator

Receives complaints and grievances from MCO client

Logs and documents complaints and grievances in MCO's
complaint file

Follows grievance procedure as required by MHDDSD and OMAP

Submits to QI Coordinator copies of formal complaints and
grievances

Quality Improvement Coordinator

Presents to QI Committee or designated subcommittee copies of
formal complaints and grievances for review

Quality Improvement Committee or Designated Subcommittee

Reviews and develops corrective action plans if necessary

Directs the QI Coordinator to implement identified action
plans and monitor their impact on the reported problem

Reviews operation of the complaint process and makes
recommendations to the MCO Administrator

Attachment 6.2 A
MCO Mental Health Plan
Policy and Procedure

TITLE: Complaint Documentation

MCO participating providers are required to incorporate the following into their practices:

Policy: The MCO's shall have documentation of complaints and grievances as required by MHDDSD for the OHP Demonstration.

Procedure

1. All complaints and grievances shall be recorded in the MCO Complaint log, with documentation to the CareOregon Member Relations or the CareOregon Provider Relations, as appropriate.
2. Each performing provider and the MCO Quality Improvement Committee shall maintain a file of written complaints and records of their review or investigations and resolution. Files of complaints will be maintained for two years from date of resolution.

**Attachment 6.2B
MCO Complaint Log**

CLINIC: _____

DATE FILED	MEMBER NAME	MEMBER ID NUMBER	COMPLAINT	RESOLUTION AND DATE RESOLVED	STAFF

Attachment 6.5
MCO Mental Health Plan
Policy and Procedure

TITLE: Complaint Procedure for Compliance with MHDDSD Hearing Decision

MCO Participating Providers are required to incorporate the following into their practices:

POLICY: The MCO will comply with and fully implement MHDDSD's hearing decision.

Procedure

1. Performing Providers will follow Attachment 6.1 A MCO Complaint Procedure.

2. All MHDDSD requirements as identified in the Notification of MHDDSD Hearing Rights, MHDDSD Complaint Form and AFS 443 (Fair Hearing Request) or other MHDDSD contractual hearing requirements will be followed. MHDDSD Hearing decisions will be fully implemented. Neither the implementation of an MHDDSD decision nor a member's request for a hearing may be a basis for a request by the MCO for disenrollment of a member. Members will be notified in writing of this information.

3. A member may contact the CareOregon Member Relations if the member is dissatisfied or has concerns regarding the implementation of the MHDDSD decision by the provider or MCO. CareOregon Member Relations will immediately contact the MCO Client Coordinator for action.

Attachment 10.3
Contract Boilerplate

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2), v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, state, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. 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.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of state and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

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28. Termination

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b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

Attachment 10.6B

Multnomah County Fiscal Management Reports

REPORT ID: MOBLA111
H 082094 065820 00016

** MULTNOMAH COUNTY **
LEVEL 1 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 16

FUND: 156 FED/ST PGM
ORGANIZATION: 1000 SOCIAL SERVICES

AGENCY: 010 DSS

OBJECT	CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
CODE-DESCRIPTION										
5100 PERMANENT	0.00	0.00	0.00	0.00	5,731,652.22	5,731,652.22	6,075,527	343,874.78	5.6	5.6
5200 TEMPORARY	0.00	0.00	0.00	0.00	179,491.02	179,491.02	20,210	159,281.02	788.1	788.1
5300 OVERTIME	0.00	0.00	0.00	0.00	13,775.07	13,775.07		13,775.07	.0	.0
5400 PREMIUM	0.00	0.00	0.00	0.00	6,651.72	6,651.72	2,212	4,439.72	200.7	200.7
5500 FRINGE BNFTS	0.00	0.00	0.00	0.00	1,512,454.83	1,512,454.83	1,668,544	156,089.17	9.3	9.3
5550 INS BENEFITS	0.00	810.00	810.00	0.00	944,009.24	944,009.24	1,016,490	72,480.76	7.1	7.1
SUB TOTAL	0.00	810.00	810.00	0.00	8,388,034.10	8,388,034.10	8,782,983	394,948.90	4.5	4.5
6050 SUPPLEMENTS	0.00	0.00	0.00	0.00	1,434,718.34	1,434,718.34	455,084	979,634.34	215.2	215.2
6060 PASS-THRU	1,351,215.90	709,930.98	641,284.92	0.72	40,629,078.72	40,629,079.44	44,373,573	3,744,493.56	8.4	8.4
6110 PROF SVCS	153,278.44	83,061.74	70,216.70	0.00	286,215.38	286,215.38	204,695	81,520.38	39.8	39.8
6120 PRINTING	4,091.03	2,270.34	1,820.69	0.00	51,017.15	51,017.15	43,217	7,800.15	18.0	18.0
6140 COMMUNICAT	0.00	0.00	0.00	0.00	410.97	410.97		410.97	.0	.0
6170 RENTALS	216.24	60.00	156.24	0.00	9,756.65	9,756.65	18,052	8,295.35	45.9	45.9
6180 REPAIR/MAINT	5,298.76	7,683.17	2,384.41	0.00	13,415.11	13,415.11	11,341	2,074.11	18.2	18.2
6190 MAINT CNTRTS	0.00	0.00	0.00	0.00	0.00	0.00		.00	.0	.0
6200 POSTAGE	0.00	265.78	265.78	0.00	1,703.80	1,703.80	3,522	1,818.20	51.6	51.6
6230 SUPPLIES	32,153.03	65,862.81	33,709.78	0.00	163,184.87	163,184.87	130,032	33,152.87	25.5	25.5
6270 FOOD	0.00	398.17	398.17	0.00	4,139.26	4,139.26	6,649	2,509.74	37.7	37.7
6310 EDUC & TRAIN	0.00	2,322.88	2,322.88	0.00	47,002.80	47,002.80	49,877	2,874.20	5.7	5.7
6320 CONF/CONV	0.00	2,971.56	2,971.56	0.00	25,978.05	25,978.05	25,032	946.05	3.7	3.7
6330 LOC TR MILEA	0.00	4,372.41	4,372.41	0.00	50,880.40	50,880.40	44,383	6,497.40	14.6	14.6
6520 INSURANCE	0.00	0.00	0.00	0.00	16,496.00	16,496.00		16,496.00	.0	.0
6530 EXTERNAL DP	0.00	0.00	0.00	0.00	0.00	0.00		.00	.0	.0
6620 DUS/SUBSCR	0.00	0.00	0.00	0.00	2,522.16	2,522.16	15,899	13,376.84	84.1	84.1
7100 INDIRECT	0.00	116,902.28	116,902.28	0.00	1,062,792.49	1,062,792.49	1,138,241	75,448.51	6.6	6.6
7150 TELEPHONE	0.00	26,377.59	26,377.59	0.00	133,966.19	133,966.19	87,317	46,649.19	53.4	53.4
7200 DATA PROCESS	0.00	0.00	0.00	0.00	6,442.97	6,442.97	5,070	1,372.97	27.0	27.0
7300 MOTOR POOL	0.00	8,127.20	8,127.20	0.00	78,838.64	78,838.64	82,723	3,884.36	4.7	4.7
7400 BUILD MGMT	0.00	0.00	0.00	0.00	211,811.00	211,811.00	342,709	130,898.00	38.2	38.2
7500 OTHR INTERNL	0.00	17.94	17.94	0.00	632.46	632.46		632.46	.0	.0
7560 DIST/POSTAGE	0.00	0.00	0.00	0.00	39,206.03	39,206.03	41,717	2,510.97	6.0	6.0
SUB TOTAL	1,546,253.40	1,030,624.85	515,628.55	0.72	44,270,209.44	44,270,210.16	47,079,133	2,808,922.84	5.9	5.9
8400 EQUIPMENT	114,130.47	94,175.99	19,954.48	14,104.00	138,409.43	152,513.43	168,223	15,709.57	17.7	9.3
SUB TOTAL	114,130.47	94,175.99	19,954.48	14,104.00	138,409.43	152,513.43	168,223	15,709.57	17.7	9.3
TOTAL ORGN 1000	1,660,383.87	1,125,610.84	534,773.03	14,104.72	52,796,652.97	52,810,757.69	56,030,339	3,219,581.31	5.7	5.7

** MULTNOMAH COUNTY **
LEVEL 1 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM

OBJECT		CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
		ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	OUTSTANDING ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
TOTAL ORGN	1000	31,441.78-	45,871.23	14,229.45	0.00	90,166.58	90,166.58		90,166.58-	.0	.0
TOTAL ORGN	1100	4,875.55-	17,791.59	12,916.04	0.00	1,140,093.74	1,140,093.74	1,700,609	560,515.26	32.9	32.9
TOTAL ORGN	1200	510,031.73-	252,702.75	257,328.98-	14,104.72	22,780,453.27	22,794,557.99	23,373,522	578,964.01	2.5	2.4
TOTAL ORGN	1300	258,630.45-	399,487.15	140,856.70	0.00	13,263,607.52	13,263,607.52	13,467,518	203,910.48	1.5	1.5
TOTAL ORGN	1360	677,251.53-	263,093.22	414,158.31-	0.00	6,644,366.96	6,644,366.96	7,317,328	872,961.04	9.2	9.2
TOTAL ORGN	1400	178,152.83-	146,864.90	31,287.93-	0.00	8,877,964.90	8,877,964.90	10,171,362	1,293,397.10	12.7	12.7
TOTAL ORGN	1000	1,660,383.87-	1,125,610.84	534,773.03-	14,104.72	52,796,652.97	52,810,757.69	56,030,339	3,219,581.31	5.7	5.7

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** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 45

FUND: 156 FED/ST PGM
ORGANIZATION: 1300 MED

AGENCY: 010 DSS

OBJECT	CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
CODE-DESCRIPTION										
5100 PERMANENT	0.00	0.00	0.00	0.00	900,329.83	900,329.83	937,925	37,595.17	4.0	4.0
5200 TEMPORARY	0.00	0.00	0.00	0.00	22,193.73	22,193.73		22,193.73-	.0	.0
5300 OVERTIME	0.00	0.00	0.00	0.00	1,183.03	1,183.03		1,183.03-	.0	.0
5500 FRINGE BNFTS	0.00	0.00	0.00	0.00	234,180.50	234,180.50	252,720	18,539.50	7.3	7.3
5550 INS BENEFITS	0.00	40.00	40.00	0.00	141,279.46	141,279.46	145,554	4,274.54	2.9	2.9
SUB TOTAL	0.00	40.00	40.00	0.00	1,299,166.55	1,299,166.55	1,336,199	37,032.45	2.7	2.7
6050 SUPPLEMENTS	0.00	0.00	0.00	0.00	230,106.00	230,106.00		230,106.00-	.0	.0
6060 PASS-THRU	198,988.00-	341,648.69	142,660.69	0.00	11,376,178.49	11,376,178.49	11,760,748	384,569.51	3.2	3.2
6110 PROF SVCS	51,881.83-	25,258.97	26,622.86-	0.00	61,755.47	61,755.47	55,806	5,949.47-	10.6-	10.6-
6120 PRINTING	0.00	92.93	92.93	0.00	1,756.08	1,756.08	2,987	1,210.92	40.8	40.8
6140 COMMUNICAT	0.00	0.00	0.00	0.00	30.07	30.07		30.07-	.0	.0
6170 RENTALS	0.00	60.00	60.00	0.00	60.00	60.00		60.00-	.0	.0
6180 REPAIR/MAINT	0.00	0.00	0.00	0.00	101.40	101.40	1,650	1,548.60	93.8	93.8
6190 MAINT CNTRTS	0.00	0.00	0.00	0.00	0.00	0.00		.00	.0	.0
6200 POSTAGE	0.00	41.75	41.75	0.00	477.20	477.20		477.20-	.0	.0
6230 SUPPLIES	825.62-	7,057.00	6,231.38	0.00	16,282.12	16,282.12	8,123	8,159.12-	100.4-	100.4-
6270 FOOD	0.00	36.55	36.55	0.00	191.27	191.27		191.27-	.0	.0
6310 EDUC & TRAIN	0.00	937.16	937.16	0.00	3,989.18	3,989.18	2,490	1,499.18-	60.2-	60.2-
6320 CONF/CONV	0.00	0.00	0.00	0.00	496.48	496.48	2,539	2,042.52	80.4	80.4
6330 LOC TR MILEA	0.00	1,307.61	1,307.61	0.00	13,981.98	13,981.98	6,519	7,462.98-	114.4-	114.4-
7100 INDIRECT	0.00	20,413.53	20,413.53	0.00	196,543.68	196,543.68	205,434	8,890.32	4.3	4.3
7150 TELEPHONE	0.00	1,844.22	1,844.22	0.00	15,138.20	15,138.20	12,819	2,319.20-	18.0-	18.0-
7200 DATA PROCESS	0.00	0.00	0.00	0.00	1,395.61	1,395.61	2,910	1,514.39	52.0	52.0
7300 MOTOR POOL	0.00	730.80	730.80	0.00	8,345.50	8,345.50	11,466	3,120.50	27.2	27.2
7400 BUILD MGMT	0.00	0.00	0.00	0.00	31,889.00	31,889.00	50,744	18,855.00	37.1	37.1
7500 OTHR INTERNL	0.00	17.94	17.94	0.00	71.62	71.62		71.62-	.0	.0
7560 DIST/POSTAGE	0.00	0.00	0.00	0.00	3,832.70	3,832.70	7,104	3,271.30	46.0	46.0
SUB TOTAL	251,695.45-	399,447.15	147,751.70	0.00	11,962,822.05	11,962,822.05	12,131,319	168,696.95	1.3	1.3
8400 EQUIPMENT	6,935.00-	0.00	6,935.00-	0.00	1,818.92	1,818.92		1,818.92-	.0	.0
SUB TOTAL	6,935.00-	0.00	6,935.00-	0.00	1,818.92	1,818.92		1,818.92-	.0	.0
TOTAL ORGN 1300	258,630.45-	399,447.15	140,856.70	0.00	13,263,607.52	13,263,607.52	13,467,518	203,910.48	1.5	1.5

** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM

OBJECT	CODE-DESCRIPTION	CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
		ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
TOTAL ORGN	1302	50,344.33-	35,653.70	14,690.63-	0.00	906,742.45	906,742.45	961,904	55,161.55	5.7	5.7
TOTAL ORGN	1305	197,388.00-	97,945.48	99,442.52-	0.00	10,246,886.31	10,246,886.31	10,050,744	196,142.31-	1.9-	1.9-
TOTAL ORGN	1380	10,898.12-	265,887.97	254,989.85	0.00	2,109,978.76	2,109,978.76	2,454,870	344,891.24	14.0	14.0
TOTAL ORGN	1300	258,630.45-	399,487.15	140,856.70	0.00	13,263,607.52	13,263,607.52	13,467,518	203,910.48	1.5	1.5

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** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 47

FUND: 156 FED/ST PGM
ORGANIZATION: 1360 CHILDREN'S CLINICAL SERVICES

AGENCY: 010 DSS

OBJECT	CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
5100 PERMANENT	0.00	0.00	0.00	0.00	1,614,946.36	1,614,946.36	1,661,452	46,505.64	2.8	2.8
5200 TEMPORARY	0.00	0.00	0.00	0.00	52,438.90	52,438.90		52,438.90	.0	.0
5300 OVERTIME	0.00	0.00	0.00	0.00	4,742.51	4,742.51		4,742.51	.0	.0
5400 PREMIUM	0.00	0.00	0.00	0.00	891.20	891.20		891.20	.0	.0
5500 FRINGE BNFTS	0.00	0.00	0.00	0.00	422,475.01	422,475.01	476,637	54,161.99	11.3	11.3
5550 INS BENEFITS	0.00	225.00	225.00	0.00	255,725.93	255,725.93	288,867	33,141.07	11.4	11.4
SUB TOTAL	0.00	225.00	225.00	0.00	2,351,219.91	2,351,219.91	2,426,956	75,736.09	3.1	3.1
6050 SUPPLEMENTS	0.00	0.00	0.00	0.00	813,528.34	813,528.34	139,963	673,565.34	481.2	481.2
6060 PASS-THRU	590,408.54	171,304.07	419,104.47	0.00	2,905,566.34	2,905,566.34	4,201,289	1,295,722.66	30.8	30.8
6110 PROF SVCS	50,512.02	24,430.19	26,081.83	0.00	95,791.83	95,791.83	41,852	53,939.83	128.8	128.8
6120 PRINTING	777.59	739.06	38.53	0.00	13,658.10	13,658.10	9,666	3,992.10	41.3	41.3
6170 RENTALS	0.00	0.00	0.00	0.00	418.95	418.95		418.95	.0	.0
6180 REPAIR/MAINT	0.00	7.75	7.75	0.00	606.85	606.85	2,087	1,480.15	70.9	70.9
6200 POSTAGE	0.00	32.50	32.50	0.00	269.40	269.40	277	7.60	2.7	2.7
6230 SUPPLIES	9,708.90	8,360.49	1,348.41	0.00	26,108.39	26,108.39	26,210	101.61	.3	.3
6270 FOOD	0.00	29.00	29.00	0.00	1,018.87	1,018.87	350	668.87	191.1	191.1
6310 EDUC & TRAIN	0.00	534.90	534.90	0.00	25,636.52	25,636.52	15,453	10,183.52	65.9	65.9
6320 CONF/CONV	0.00	197.80	197.80	0.00	5,247.21	5,247.21	6,818	1,570.79	23.0	23.0
6330 LOC TR MILEA	0.00	1,493.79	1,493.79	0.00	18,814.61	18,814.61	18,156	658.61	3.6	3.6
6620 DUS/SUBSCR	0.00	0.00	0.00	0.00	165.00	165.00	200	35.00	17.5	17.5
7100 INDIRECT	0.00	26,046.17	26,046.17	0.00	240,612.35	240,612.35	258,624	18,011.65	6.9	6.9
7150 TELEPHONE	0.00	2,806.02	2,806.02	0.00	32,668.07	32,668.07	19,439	13,229.07	68.0	68.0
7200 DATA PROCESS	0.00	0.00	0.00	0.00	7.36	7.36		7.36	.0	.0
7300 MOTOR POOL	0.00	1,384.00	1,384.00	0.00	14,507.50	14,507.50	12,502	2,005.50	16.0	16.0
7400 BUILD MGMT	0.00	0.00	0.00	0.00	57,700.00	57,700.00	96,107	38,407.00	39.9	39.9
7500 OTHR INTERNL	0.00	0.00	0.00	0.00	301.01	301.01		301.01	.0	.0
7560 DIST/POSTAGE	0.00	0.00	0.00	0.00	8,036.96	8,036.96	8,385	348.04	4.1	4.1
SUB TOTAL	651,407.05	237,365.74	414,041.31	0.00	4,260,663.66	4,260,663.66	4,857,378	596,714.34	12.2	12.2
8400 EQUIPMENT	25,844.48	25,502.48	342.00	0.00	32,483.39	32,483.39	32,994	510.61	1.5	1.5
SUB TOTAL	25,844.48	25,502.48	342.00	0.00	32,483.39	32,483.39	32,994	510.61	1.5	1.5
TOTAL ORGN 1360	677,251.53	263,093.22	414,158.31	0.00	6,644,366.96	6,644,366.96	7,317,328	872,961.04	9.2	9.2

** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM

OBJECT		CURRENT PERIOD			FISCAL YEAR-M-DATE			CURRENT BUDGETED AMOUNT	UNOBLIGATED BUDGET BALANCE	PCT UNSPENT	PCT UNOBLI
		ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS	ENCUMBRANCES	EXPENDITURES	TOTAL OBLIGATIONS				
TOTAL ORGN	1361	15,468.88-	7,845.67	7,623.21-	0.00	1,046,018.58	1,046,018.58	1,325,431	279,412.42	21.0	21.0
TOTAL ORGN	1362	4,191.69-	8,810.48	4,618.79	0.00	461,080.11	461,080.11	574,689	113,608.89	19.7	19.7
TOTAL ORGN	1365	43,383.02-	44,608.63	1,225.61	0.00	355,985.23	355,985.23	466,024	110,038.77	23.6	23.6
TOTAL ORGN	1370	598,289.19-	180,275.50	418,013.69-	0.00	3,775,451.63	3,775,451.63	3,919,066	143,614.37	3.6	3.6
TOTAL ORGN	1375	15,918.75-	21,552.94	5,634.19	0.00	1,005,831.41	1,005,831.41	1,032,118	26,286.59	2.5	2.5
TOTAL ORGN	1360	677,251.53-	263,093.22	414,158.31-	0.00	6,644,366.96	6,644,366.96	7,317,328	672,961.04	9.2	9.2

** MULTNOMAH COUNTY **
LEVEL 1 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM
ORGANIZATION: 1000 SOCIAL SERVICES

AGENCY: 010 DSS

REVENUE SOURCE CODE-DESCRIPTION	CURRENT PERIOD		FISCAL YEAR-TO-DATE			BUDGETED AMOUNT	UNRECOGNIZED	
	REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED			BUDGET BALANCE	PERCENT
2048 PRI SUB ABUS	0.00	0.00	32,428.12	25,852.00		0	32,428.12	0.00
2062 HOMELESS PHS	0.00	0.00	28,669.60	31,516.00		84,736	56,066.40	66.10
2101 PDX/HLESS MI	0.00	0.00	46,981.24	46,981.24		68,015	21,033.76	30.90
2102 REGDRUG INIT	0.00	0.00	164,573.11	164,573.11		386,027	221,453.89	57.30
2112 NIDA/CA	0.00	0.00	4,952.78	0.00		0	4,952.78	0.00
2117 PROJ TEAMCSD	8,021.83	8,021.83	37,611.72	37,611.72		54,770	17,158.28	31.30
2359 VIDLOT-SOCAL	0.00	0.00	1,448,499.81	0.00		1,460,036	11,536.19	0.70
2389 LOCAL 2145	0.00	0.00	389,031.27	0.00		439,000	49,968.73	11.30
2603 TTLE 19 FEES	14,901.86	14,901.86	127,455.09	127,447.47		314,496	187,040.91	59.40
2605 MNTL HLTH GR	242,700.00	242,700.00	42,374,288.36	2,912,400.00		43,799,503	1,425,214.64	3.20
2607 MHD CARRYOVER	0.00	0.00	0.00	0.00		1,619,776	1,619,776.00	100.00
2766 SCHL DISTR 1	5,266.00	5,266.00	100,054.00	100,054.00		103,800	3,746.00	3.60
2782 PARKROSE #3	0.00	0.00	12,500.00	12,500.00		12,500	0.00	0.00
2783 GRESHAM HIGH	0.00	0.00	6,666.66	6,666.66		20,000	13,333.34	66.60
2785 GORDON RUSSL	0.00	0.00	0.00	0.00		5,000	5,000.00	100.00
2786 DXTR MCCRTY	0.00	0.00	0.00	0.00		5,000	5,000.00	100.00
2789 CLEAR CREEK	15,333.33	15,333.33	16,333.33	16,333.33		5,000	11,333.33	226.60
2791 CENTENNIAL	0.00	0.00	11,666.67	11,666.67		22,500	10,833.33	48.10
4060 DUII EVAL FE	695.00	530.00	1,920.00	52,099.46		0	1,920.00	0.00
4108 JRY/WITN FEE	0.00	0.00	341.40	341.40		0	341.40	0.00
4612 PROP/SP RNTL	0.00	0.00	0.00	756.52		9,552	9,552.00	100.00
4900 MIS CHG/RECV	0.00	0.00	20,224.81	1,292.74		20,000	224.81	1.10
4905 DUII PANEL	1,790.00	1,790.00	20,220.05	20,265.05		15,000	5,220.05	34.80
4907 TRIMET REIMB	290.00	290.00	46,490.25	17,158.00		48,000	1,509.75	3.10
6120 BOOK FINES	0.00	0.00	0.00	0.00		0	0.00	0.00
6205 PROVDR REFND	11,273.65	11,273.65	24,957.78	24,957.78		22,000	2,957.78	13.40
6843 ALBINA	16,000.00	16,000.00	16,000.00	16,000.00		16,000	0.00	0.00
7601 GENERAL FUND	663,419.66	0.00	6,665,969.32	0.00		7,598,532	932,562.68	12.20
TOTAL ORGN 1000	979,691.33	316,106.67	51,597,835.37	3,626,473.15		56,129,243	4,531,407.63	8.00

** MULTNOMAH COUNTY **
LEVEL 1 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM

AGENCY: 010 DSS

REVENUE SOURCE CODE-DESCRIPTION		CURRENT PERIOD		FISCAL YEAR-TO-DATE		BUDGETED AMOUNT	UNRECOGNIZED	
		REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED		BUDGET BALANCE	PERCENT
TOTAL ORGN	1000	0.00	0.00	0.00	0.00	0	0.00	8.00
TOTAL ORGN	1100	18,462.84	2,221.92	1,049,034.06	26,752.75	1,700,609	651,574.94	8.00
TOTAL ORGN	1200	114,483.79	5,556.00	21,693,830.27	118,578.26	23,373,522	1,679,691.73	8.00
TOTAL ORGN	1300	270,499.43	11,273.65	13,018,673.10	72,123.63	13,467,518	448,844.90	8.00
TOTAL ORGN	1360	443,520.10	286,713.27	5,980,528.14	3,077,073.67	7,416,232	1,435,705.86	8.00
TOTAL ORGN	1400	132,725.17	10,341.83	9,855,771.80	331,944.84	10,171,362	315,590.20	8.00
TOTAL ORGN	1000	979,691.33	316,106.67	51,597,835.37	3,626,473.15	56,129,243	4,531,407.63	8.00

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** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 33

FUND: 156 FED/ST PGM
ORGANIZATION: 1300 MED

AGENCY: 010 DSS

REVENUE SOURCE CODE-DESCRIPTION	CURRENT PERIOD		FISCAL YEAR-TO-DATE		BUDGETED AMOUNT	UNRECOGNIZED	
	REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED		BUDGET BALANCE	PERCENT
2101 PDX/HLESS MI	0.00	0.00	46,981.24	46,981.24	68,015	21,033.76	30.90
2605 MNTL HLTH GR	0.00	0.00	11,145,126.44	0.00	11,169,752	24,625.56	0.20
2607 MHDCARRYOVER	0.00	0.00	0.00	0.00	119,641	119,641.00	100.00
4108 JRY/WITN FEE	0.00	0.00	170.80	170.80	0	170.80	0.00
4900 MIS CHG/RECV	0.00	0.00	13.81	13.81	0	13.81	0.00
6205 PROVDR REFND	11,273.65	11,273.65	24,957.78	24,957.78	22,000	2,957.78	13.40
7601 GENERAL FUND	259,225.78	0.00	1,801,423.03	0.00	2,088,110	286,686.97	13.70
TOTAL ORGN 1300	270,499.43	11,273.65	13,018,673.10	72,123.63	13,467,518	448,844.90	3.30

** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

FUND: 156 FED/ST PGM

AGENCY: 010 DSS

REVENUE SOURCE		CURRENT PERIOD		FISCAL YEAR-TO-DATE		UNRECOGNIZED		
CODE-DESCRIPTION		REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED	BUDGETED AMOUNT	BUDGET BALANCE	PERCENT
TOTAL ORGN	1302	48,128.73	0.00	889,602.00	113.81	961,904	72,302.00	3.30
TOTAL ORGN	1305	38,761.92	0.00	9,934,122.57	46,981.24	10,050,744	116,621.43	3.30
TOTAL ORGN	1380	183,608.78	11,273.65	2,194,948.53	25,028.58	2,454,870	259,921.47	3.30
TOTAL ORGN	1300	270,499.43	11,273.65	13,018,673.10	72,123.63	13,467,518	448,844.90	3.30

REPORT ID: MOBLA212
H 082094-170601-00035

** MULTNOMAH COUNTY **
LEVEL 2 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 35

FUND: 156 FED/ST PGM
ORGANIZATION: 1360 CHILDREN'S CLINICAL SERVICES

AGENCY: 010 DSS

REVENUE SOURCE CODE-DESCRIPTION	CURRENT PERIOD		FISCAL YEAR-TO-DATE		BUDGETED AMOUNT	UNRECOGNIZED	
	REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED		BUDGET BALANCE	PERCENT
2603 TITL 19 FEES	14,901.86	14,901.86	127,455.09	127,447.47	295,631	168,175.91	56.80
2605 MNTL HLTH GR	240,478.08	240,478.08	3,794,315.87	2,885,736.99	3,883,933	89,617.13	2.30
2607 MHDCARRYOVER	0.00	0.00	0.00	0.00	826,785	826,785.00	100.00
2782 PARKROSE #3	0.00	0.00	12,500.00	12,500.00	12,500	0.00	0.00
2783 GRESHAM HIGH	0.00	0.00	6,666.66	6,666.66	20,000	13,333.34	66.60
2785 GORDON RUSSL	0.00	0.00	0.00	0.00	5,000	5,000.00	100.00
2786 DXTR MCCRTY	0.00	0.00	0.00	0.00	5,000	5,000.00	100.00
2789 CLEAR CREEK	15,333.33	15,333.33	16,333.33	16,333.33	5,000	11,333.33	226.60
2791 CENTENNIAL	0.00	0.00	11,666.67	11,666.67	22,500	10,833.33	48.10
4108 JRY/WITN FEE	0.00	0.00	64.00	64.00	0	64.00	0.00
4900 MIS CHG/RCV	0.00	0.00	679.03	658.55	0	679.03	0.00
6843 ALBINA	16,000.00	16,000.00	16,000.00	16,000.00	16,000	0.00	0.00
7601 GENERAL FUND	156,806.83	0.00	1,994,845.49	0.00	2,323,883	329,037.51	14.10
TOTAL ORGN 1360	443,520.10	286,713.27	5,980,526.14	3,077,073.67	7,416,232	1,435,705.86	19.30

REPORT ID: M0BLA212
H 082094 170601 00036

*** MULTNOMAH COUNTY ***
LEVEL 2 ORGANIZATION REVENUE SUMMARY
FOR BUDGET FISCAL YEAR 1994
AS OF 06/30/94

PAGE NO: 36

FUND: 156 FED/ST PGM

AGENCY: 010 DSS

REVENUE SOURCE		CURRENT PERIOD		FISCAL YEAR-TO-DATE		UNRECOGNIZED		
CODE-DESCRIPTION		REVENUE RECOGNIZED	CASH COLLECTED	REVENUE RECOGNIZED	CASH COLLECTED	BUDGETED AMOUNT	BUDGET BALANCE	PERCENT
TOTAL ORGN	1361	42,015.85	0.00	1,124,220.65	0.00	1,325,431	201,210.35	19.30
TOTAL ORGN	1362	61,571.45	12,226.54	452,528.97	77,033.38	574,689	122,160.03	19.30
TOTAL ORGN	1365	32,339.62	0.00	448,995.93	436.80	466,024	17,028.07	19.30
TOTAL ORGN	1370	260,284.75	240,478.08	3,110,257.52	2,886,285.54	4,017,970	907,712.48	19.30
TOTAL ORGN	1375	111,987.67	34,008.65	844,523.07	113,317.95	1,032,118	187,594.93	19.30
TOTAL ORGN	1360	443,520.10	286,713.27	5,980,526.14	3,077,073.67	7,416,232	1,435,705.86	19.30

**FY94-95 ADOPTED BUDGET
EXPENDITURE SUMMARY**

09/14/94

Agency: Community and Family Services Division								
Fund: 156 (Fed/State Fund)								
Org: 0100								
	MGMT/ADMIN	AMHP	A&D	CA	CMHYPO	CD	DD	
Object Detail	Org 0101	Org 1000	Org 1100	Org 1250	Org 1300	Org 1450	Org 1500	Org 0100 TOTAL
5100 Permanent	1,262,278	1,086,870	1,539,014	891,391	2,365,779	245,742	2,262,645	8,433,719
5200 Temporary	0	0	0	0	6,378	0	0	6,378
5300 Overtime	0	0	0	0	0	0	0	0
5400 Premium Pay	3,932	8,482	3,874	4,563	3,438	837	5,869	28,595
5500 Fringe	324,989	279,178	398,213	176,737	610,470	63,265	583,508	2,434,338
Direct Personnel Costs	1,591,179	1,362,530	1,836,901	872,891	2,886,065	309,844	2,852,020	11,803,030
5550 Insurance Benefits	212,276	161,071	282,548	121,122	398,494	38,626	381,144	1,575,279
TOTAL PERSONAL SERVICES	1,803,455	1,613,801	2,221,447	993,813	3,384,559	348,270	3,213,164	13,478,309
6050 County Supplements	10,000	0	0	0	139,863	0	315,121	485,084
6060 Pass Through Payments	1,227,908	12,482,469	8,653,848	9,519,847	10,527,374	2,394,588	20,842,480	65,648,532
6110 Professional Services	15,500	99,879	201,000	14,400	331,693	7,351	48,023	717,846
6120 Printing	15,150	3,252	13,800	8,000	11,127	3,499	10,771	65,599
6170 Rentals	0	0	900	0	0	0	0	900
6180 Repair and Maintenance	1,695	1,800	5,100	2,256	2,200	1,000	1,400	15,451
6190 Maintenance Contracts	924	0	20,000	1,876	0	0	0	22,800
6200 Postage	120	0	300	600	280	240	500	2,040
6230 Supplies	26,398	8,599	23,650	53,400	20,209	2,500	37,237	171,993
6270 Food	500	500	2,538	900	1,300	500	2,360	8,588
6310 Education & Training	8,850	3,590	30,550	5,350	16,711	1,000	21,751	87,802
6320 Conferences & Conventions	1,400	2,969	9,995	19,375	9,070	4,000	0	46,809
6330 Local Travel	8,569	15,289	12,368	1,502	23,837	1,000	11,801	74,168
6520 Insurance	560	0	0	0	0	0	0	560
6620 Dues & Subscriptions	14,939	849	51,120	8,418	200	1,200	500	77,028
Direct Materials & Services	1,332,513	12,618,798	9,025,187	9,635,924	11,083,864	2,416,888	21,281,754	67,405,006
7100 Indirect Cost	87,568	150,022	163,554	111,099	221,351	31,349	280,224	1,045,185
7150 Telephone Services	24,672	15,669	14,205	18,693	32,719	5,500	44,987	156,445
7200 Data Processing Services	1,440	2,910	0	0	0	0	2,160	6,510
7300 Motor Pool Services	3,955	6,860	13,731	10,839	16,277	3,000	53,457	108,119
7400 Building Management Services	194,552	53,223	134,407	34,482	99,438	9,717	95,257	621,076
7500 Other Internal Services	0	0	0	0	0	0	0	0
7580 Distribution/Postage	4,700	4,765	17,389	14,500	16,927	5,001	14,208	77,491
Internal Svc Reimbursements	316,865	233,449	343,288	189,813	388,712	54,567	480,284	2,014,806
TOTAL MATERIALS & SERVICES	1,649,398	12,852,245	9,368,453	9,825,537	11,470,676	2,471,455	21,762,048	69,419,812
8400 Equipment	2,000	2,000	112,900	0	48,489	2,493	10,000	177,882
TOTAL CAPITAL OUTLAY	2,000	2,000	112,900	0	48,489	2,493	10,000	177,882
DIRECT BUDGET	2,925,892	13,973,326	11,076,966	10,508,815	14,118,516	2,729,025	24,153,774	79,485,816
TOTAL BUDGET	3,454,853	14,387,846	11,702,800	10,819,350	14,903,724	2,822,218	25,005,212	83,076,003

A

FY94-95 ADOPTED BUDGET
REVENUE SUMMARY

Page 1 of 2

09/14/94

Agency: Children and Families Services Division									Org 0100 TOTAL	
Fund: 156 (Fed/State Fund)										
Org: 0100										
		MGMT/ADMIN	AMHP	A&D	CA	CMH-YPO	CD	DD		
Rev Code	Revenue Name	Org 0101	Org 1000	Org 1100	Org 1250	Org 1300	Org 1450	Org 1500		
2020	HUD/CDBG		0	0	0	0	1,606,234	0	1,662,853	
2022	City of PDX New Fair Housing Initiative		0	0	0	0	0	0	0	
2024	HUD Rental Rehab Grant		0	0	0	0	0	0	0	
2026	HUD FHP		0	0	0	0	25,000	0	25,000	
2027	DPL Repayment		0	0	0	0	90,000	0	90,000	
2028	Reduced Interest Loan Repayment (RIL)		0	0	0	0	20,000	0	20,000	
2029	Rental Rehab Program Repayment (RRP)		0	0	0	0	20,000	0	20,000	
2048	Primary Care/Substance Abuse		0	0	0	0	0	0	0	
2062	Homeless Grant		0	71,095	0	0	0	0	71,095	
2071	Community Svcs Block Grant (CSBG)		0	0	618,847	0	0	0	618,847	
2072	Low Income Energy Assistance Program (LEAP)		0	0	2,794,841	0	0	0	2,794,841	
2073	LEAP Weatherization		0	0	806,816	0	0	0	829,534	
2075	Federal Emergency Mgmt Agency (FEMA)		0	0	442,201	0	0	0	442,201	
2077	PVE		0	0	240,220	0	0	0	240,220	
2090	US DOE Weatherization		0	0	392,929	0	0	0	415,663	
2092	OPIE		0	0	0	0	0	0	0	
2094	HUD ESGP		0	0	531,000	0	0	0	531,000	
2095	CSBG Homeless		0	0	57,040	0	0	0	57,040	
2096	DPP		0	0	102,243	0	0	0	102,243	
2100	PDX Emerg Shelter/Homeless Youth		0	0	0	194,960	0	0	194,960	
2101	PDX Homeless Mentally Ill		70,095	0	0	0	0	0	70,095	
2102	Regional Drug Initiative		0	434,048	0	0	0	0	434,048	
2109	BPA - YECP		0	0	0	0	0	0	61,480	
2110	CDBG		0	0	0	197,119	0	0	197,119	
2114	Home Award		0	0	0	0	695,312	0	695,312	
2116	Supported Assistance Facil Homeless (SAFAH)		0	0	213,221	0	0	0	255,386	
2117	Project Team/CSD		0	90,408	0	0	0	0	90,408	
2130	Homeless Fam - FAS		0	0	207,835	0	0	0	250,000	
2310	SCJS - YECP		0	0	0	0	0	0	175,000	
2312	JSA		0	0	0	876,451	0	0	876,451	
2313	CASA		0	0	0	39,007	0	0	39,007	
2317	SRI		0	0	0	110,433	0	0	110,433	
2335	Emergency Housing Account (EHA)		0	0	377,950	0	0	0	377,950	
2359	Vidco Lottery		0	1,531,231	0	0	0	0	1,531,231	
2389	Local 12145		0	439,000	0	0	0	0	439,000	
2393	LJRH		0	0	40,000	0	0	0	40,000	
2394	SHAP		0	0	564,790	0	0	0	564,790	
2398	Great Start		0	0	0	562,850	0	0	562,850	
2603	Title XIX		0	0	0	316,581	0	0	335,446	
2605	State MHD - DD		0	0	0	0	0	23,170,540	23,170,540	
2605	State MHD - Local Admin		158,200	105,467	0	419,990	0	184,080	1,710,342	
2605	State MHD - MHS		11,400,291	0	0	3,478,297	0	0	14,905,251	
2605	State MHD - A&D		78,558	6,864,101	0	0	0	0	7,023,080	
2607	MHDDSD Carryover		489,932	100,000	0	437,500	0	200,000	1,990,738	
2719	City Emergency Funds		0	0	965,102	0	0	0	965,102	
2766	School District 1 (PPS)		0	0	0	0	0	105,320	105,320	
2770	City of PDX - YECP		0	0	0	0	0	0	209,456	
2774	City of Gresham Cost Sharing		0	0	86,751	0	0	0	86,751	
2782	Parkrose School District		0	0	0	12,500	0	0	12,500	

**FY94-95 ADOPTED BUDGET
REVENUE SUMMARY**

Page 2 of 2

09/14/94

Agency: CHILDREN AND FAMILIES SERVICES DIVISION									Org 0100 TOTAL	
Fund: 156 (Federal/State Fund)										
Org: 0100										
Rev Code	Revenue Name	MGMT/ADMIN Org 0101	AMHP Org 1000	ASD Org 1100	CA Org 1250	CMHYPO Org 1300	CD Org 1450	DD Org 1500		
New	Level 7					1,293,813			1,293,813	
2783	Gresham High School	0	0	0	0	20,000	0	0	20,000	
2785	Gordon Russell School	0	0	0	0		0	0	0	
2786	Dexter McCarty School	0	0	0	0		0	0	0	
2789	Clear Creek Middle School	0	0	0	0	3,000	0	0	3,000	
2791	Centennial School District	0	0	0	0	35,000	0	0	35,000	
2794	PDX Housing Authority Program (HAP)	0	0	0	0	0	0	0	0	
2798	City BBB	0	0	0	108,000	0	0	0	108,000	
4060	DUII Evaluation Fees	0	0	281,044	0	0	0	0	281,044	
4900	Misc Chg/Recv	0	0	0	0	0	0	30,000	30,000	
4905	DUII Victim's Panel Fees	0	0	35,010	0	0	0	0	35,010	
4907	DD Rider Fees (Tri-Met Reimb)	0	0	0	0	0	0	48,000	48,000	
5010	Interest Income	0	0	0	0	0	10,000	0	10,000	
6205	ICP Provider Refund	0	22,000	0	0	0	0	0	22,000	
6810	Rebates	127,694	0	0	372,306	0	0	0	500,000	
6813	United Way Grant	0	0	0	307,000	0	0	0	307,000	
6816	Oregonian	0	0	0	25,000	0	0	0	25,000	
6819	Oregon Energy Services	0	0	0	53,000	0	0	0	53,000	
6821	R.W. Johnson Foundation	0	0	0	138,669	0	5,076	0	143,745	
6822	Better Homes Foundation	0	0	0	70,000	0	0	0	70,000	
6827	Fred Meyer Foundation	0	0	0	0	0	0	0	0	
6843	Albina Head Start	0	0	0	0	16,000	0	0	16,000	
New	City of Portland SOS	0	0	0	0	0	300,000	0	300,000	
New	City of Portland Pri Plumb	0	0	0	0	0	10,000	0	10,000	
New	A.O.A	0	0	0	0	0	40,000	0	40,000	
New	DHR	0	0	0	28,737	0	0	0	28,737	
New	CADO	0	0	0	15,000	0	0	0	15,000	
New	HB2004	0	0	0	0	0	0	0	0	
New	OJDP	0	0	0	0	33,333	0	0	33,333	
New	YCC	0	0	0	0	11,333	0	0	11,333	
New	Mt. Hood Head Start					14,560			14,560	
TOTAL PROGRAM REVENUES		2,491,891	12,219,076	9,951,404	9,559,498	8,072,727	2,821,622	23,737,940	68,854,158	
7601	General Fund Subsidy	883,432	2,001,558	1,642,243	1,174,474	6,489,207	596	671,927	12,863,437	
7601	General Fund Indirect	79,530	147,212	109,153	85,378	201,827	0	280,224	903,324	
7601	General Fund Match	0	0	0	0	139,963	0	315,121	455,084	
SUPPLEMENTAL GENERAL FUND REVENUES		962,962	2,148,770	1,751,396	1,259,852	6,830,997	596	1,267,272	14,221,845	
GRAND TOTAL		3,454,853	14,367,846	11,702,800	10,819,350	14,903,724	2,822,218	25,005,212	83,076,003	

ATTACHMENT 10.13
MULTNOMAH COUNTY
COMPREHENSIVE ANNUAL FINANCIAL REPORT (1991-93)
(Enclosed at end of document)

SECTION 1V
LETTERS OF SUPPORT



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 15, 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, Oregon 97310

Dear Ms. Hannibal,

Multnomah County's Health Department strongly supports the Community and Family Service Division's (CFSD) response to the Mental Health and Developmental Disabilities Services Division's Request for Proposals. Our Department, through CareOregon, has been in collaboration with CFSD to design a service delivery system for mental health services that is more coordinated, flexible, efficient and cost effective. The county's plan and implementation of a managed mental health care system will serve as a model for services to county and state residents with mental and emotional disorders under the Oregon Health Plan. We believe that this proposal, to coordinate the health and mental health as well as alcohol and drug services to CareOregon members, will offer a unique model of integrated care and services to a broad range of consumers living within a culturally and racially diverse, urban area.

The Health Department is encouraged by the opportunity this proposal brings to the county to design and implement a system that integrates the changes to primary health care, mental health and alcohol and drug care brought about by the Oregon Health Plan. County health, mental health and alcohol and drug programs are facing significant changes as a result of the new health care environment. This proposal serves as a focal point and a model to address how the county can best integrate these changes to improve services to children and families.

CareOregon staff, including our Oregon Health Sciences University (OHSU) partners have participated in planning meetings during the development phase of this document's preparation. The planning has

been an open, inclusive process that has created an opportunity for continuing thought and analysis about significant public policy and health care questions for local government and the community.

In summary, I support the county's response to this RFP and the process which has generated it. I look forward to the implementation of the mental health demonstration and the opportunity to integrate mental health care for a significant number of children and families in Multnomah County. This is truly an opportunity for us to demonstrate that the integration of health care, across mental health, alcohol and drug services and health care can be designed, implemented and managed to the advantage not only of those more vulnerable members of our community, traditionally served in county programs, but for all residents, who not only receive care but pay for that care through their tax dollars.

Sincerely,

A handwritten signature in cursive script that reads "Billi Odegaard".

Billi Odegaard, Director
Health Department

RECEIVED
SEP 13 1994

MULTNOMAH COUNTY
CHILDREN'S MENTAL HEALTH & YOUTH SERVICES DIVISION

7454 N. Huron Ave.
Portland, OR 97203
September 8, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, OR 97310

Dear Mary Anne,

I am writing in support of Multnomah County Community and Family Services Division's response in alliance with Care Oregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration.

As a Parent Advocate and the Partners Project Local Advisory Board Co-Chairperson, I served on the working group that met through August to develop the major policy questions for the RFP. I actively participated in the Children's Capitation Project as well.

When I was asked to serve as a member on the Partners Project Local Advisory Board nearly two years ago, I did so with one objective in mind - to promote service enhancement for children and adolescents with mental health needs. Service enhancement in my mind was more resources, effective care and less evaluations dictated by "medical rule" that did nothing to enhance my child's functioning. After several months of sitting on the board, I found myself discouraged wondering when in fact service enhancement issues were actually going to be addressed. The focus of the board was consumed with discussion around the Children's Capitation Project and understanding its implications to service delivery.

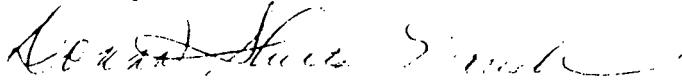
Unable to articulate initially, I know now the language that speaks to service enhancement: Service delivery for children with emotional disturbance must be managed, coordinated, individualized, and integrated with a comprehensive array that addresses the child's physical, emotional, social and educational needs (I feel this applies to the adult population as well). I know now too that my ideas of service enhancement were being discussed all along based on the above system design.

But there is another word that speaks loudly in all efforts to reach the above objective - the "T" word - TEAMWORK or *Interagency Collaboration*. Interagency collaboration is the key to effective care, increased resources and managed spending.

I've been witness to the collaboration that has manifested throughout the provider network in Multnomah County while serving on the work groups and my faith in local government has been rekindled. While I am aware that there

are enormous complexities to the County serving the Oregon Health Plan 25 percent demonstration project, I do hope the State Officials will continue to analyze and problem solve the complexities with "can do" attitudes so that the collaborative momentum is not lost. I don't pretend to think I understand how to make it work and my hat is off to those of you who are trying. But if the proposal could be implemented to some degree or at whatever level, I feel it would definitely serve to benefit ALL as it provides for a working framework in which to continue to design, develop and reform the mental health system in these changing times. Thank-you for the opportunity to submit this letter of support.

Sincerely,

A handwritten signature in cursive script, appearing to read "Donna Shilts-Maresh".

Donna Shilts-Maresh, Parent Advocate and Co-Chairperson of the Partners Project Local Advisory Board.

**CENTER FOR
COMMUNITY MENTAL HEALTH****OCIE TROTTER BUILDING**

6329 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97211-3097
503/289-1167 FAX 503/286-6494

September 8, 1994

Carol R. Chism, M.S.W., L.C.S.W.,
Executive Director

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street, N.E.
Salem, OR 97310

Dear Ms. Hannibal:

On behalf of the Center for Community Mental Health, I am writing in support of Multnomah County Community and Family Services Division's response in alliance with Care Oregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The proposal will serve the mental health needs of all Care Oregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services across treatment disciplines and funding streams.

I have been involved in one of the work groups that has met regarding development of the major policy questions in the RFP. I am assured that Multnomah County will work in a collaborative manner around Oregon Health Plan mental health integration issues which impact my organization or the consumers we represent.

The proposal is a major step in designing a role for local government in collaboration with the provider network; consumer, family, and parent advocates; and the public and private agencies which serve the most vulnerable populations. The Multnomah County proposal provides for flexibility in the mental health system and interagency collaboration. The MCO emphasizes coordinated services across many disciplines and funding streams. I support this direction. The flexibility in the use of resources and the role of advocacy for vulnerable populations the County can provide though the MCO is crucial in responding to the changing health care environment.

I support the County response to the Request for Proposal and the inclusive process that is has generated. I look forward to the implementation of the Proposal and the potentially positive effects it will have for adults, children, and families with mental health needs.

Sincerely,


Carol R. Chism, LCSW
Executive Director

CRC:mb



DEPARTMENT OF
HUMAN
RESOURCES



CHILDREN'S
SERVICES
DIVISION

Helping
children and
families

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street N.E.
Salem, Oregon 97310

September 6, 1994

Dear Ms. Hannibal,

Metro Region Office

I am writing in support of Multnomah County Community and Family Services Division's response in coordination with CareOregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The proposal will serve the mental health needs of all CareOregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services across treatment disciplines and funding streams and has the best opportunity to assure children and families receive the services they need in a timely manner.

I have personally participated in meetings and work groups and reviewed the written proposal and am highly supportive of the direction that this response offers us in Multnomah County. I am assured that Multnomah County will work in a collaborative manner with Children's Services Division (CSD) and other social service agencies to implement mental health integration in the Oregon Health Plan as demonstrated by the previous collaboration during the planning stages. These health issues greatly impact CSD and the children and families whom we represent and prompt, efficient service, to a vulnerable under served population is imperative.

This proposal is a major step in designing a role for local government in collaboration with the provider network, CSD, public schools, other community service agencies, and children and families. We are very concerned about the community support to the most vulnerable populations within our county and believe Multnomah County to have the best possibility of serving this group well. Multnomah County will be building upon a flexible system of care, designed through the Partners Project, which has received this agency's enthusiastic participation and support over the last five years.

I support the County's response to the Request for Proposals. I look forward to the implementation of the Proposal and the continuing collaboration it offers as well as the potentially positive effects it will have for adults, children, and families with mental health needs.

Sincerely,

Diana Frost
Acting Special Project Manager
Metro Region



529 SE Grand Ave.
3rd Floor
Portland, OR 97214-2276
(503) 731-3075
FAX (503) 731-3410
TDD (503) 731-3102



5139 N. Lombard St.
Portland, Oregon 97205
(503) 286-9871
Fax: (503) 286-8389

September 12, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, Oregon 97310

Dear Ms. Hannibal:


I am very pleased to endorse the Multnomah County Community and Family Services Division's response in alliance with Care Oregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. I have been involved in several of the work groups that have met regarding development of the major policy questions in the RFP.

The current direction of combining various funding streams to address the needs of those most at risk seems best assured by the RFP that you have before you. Experiences gained from Care Oregon, Partners Project, EPSDT, and Target Cities bring together expertise and resources that otherwise would be poorly coordinated and less accessible. The service system is accustomed to dealing with the economically challenged that is the *raison d'être* of the Oregon Health Plan.

Multnomah County is no stranger to coordinating and serving as the authority for mental health services. The experience of downsizing of State Psychiatric Hospitals has amply demonstrated the positive outcome of the County's efforts.

I support the County's response to the Request for Proposal and the inclusive process that it has generated. I look forward to the implementation of the Proposal and the positive effects it will have for adults, children and families with mental health needs.

Sincerely,



Dolores Morgan, ACSW
Executive Director

DM/dmm



De Paul Treatment Centers, Inc.

Where there's life, there's hope...

September 12, 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, OR 97310

Dear Ms. Hannibal:

On behalf of the Board of Directors, staff, and clients of De Paul Treatment Centers, Inc., I am writing to support the Multnomah County Community and Family Services Division's response to the State's RFP for the Oregon Health Plan 25 percent demonstration of mental health integration. The County's proposal reflects an alliance with Care Oregon and Oregon Health Sciences University to meet the mental health needs of all Care Oregon enrollees residing in Multnomah County.

As a representative of chemical dependency treatment providers in our county, I have participated in one of the work groups formed to address the major policy questions in the RFP. Our discussions with Division staff clearly indicated the latter's commitment to collaboration, maintenance of services networks, continuity of care, client advocacy, and quality of treatment services. The work group sessions further demonstrated the knowledge gained to date from the operation of Care Oregon, the Partners Project, and the EPSDT Program -- as well as from the County's development of the Target Cities Project.

The Multnomah County proposal provides for effective flexibility in the use of resources -- in terms of both funding and service resources -- to best meet the needs of the vulnerable population covered by the Oregon Health Plan. Given the evolving health care environment, I believe that the approach outlined in the County's response provides a well-constructed foundation for full integration of mental health and chemical dependency services in the future.

I hope that the Multnomah County proposal will be reviewed favorably. I remain committed to implementation of the model outlined in this proposal and to the concomitant benefit for the adults and children needing services.

Sincerely,

Karla K. McFarland, M.S.(R)
Executive Director

Administration
P.O. Box 3007
Portland, OR 97208-3007
(503) 294-1449
FAX (503) 222-2013

Youth Treatment Services
4411 NE Emerson
Portland, OR 97218
(503) 287-7026
FAX (503) 222-2013

Adult Treatment Services
1320 SW Washington
Portland, OR 97205
(503) 223-4922
FAX (503) 222-2013



Community Mental HealthCare

Executive Offices
 Child & Family Services
 Housing Development
 911 N. Skidmore
 Portland, Oregon 97217
 (503) 249-7990 FAX (503) 249-8740

Rehabilitation Services
 Case Management Services
 Crisis/Adult Outpatient
 4950 N.E. Martin Luther King
 Portland, Oregon 97211
 (503) 249-0066 FAX (503) 249-8235

Professional Counseling Services
 Davis Business Center
 4370 N.E. Halevy
 Portland, Oregon 97213
 (503) 281-3464 (FAX same)

The Connection
 Sheltered Workshop
 431 N.E. Jarrett Street
 Portland, Oregon 97211
 (503) 288-7959

September 12, 1994

Mary Anne Hannibal, Health Plan Unit
 MHDDSD
 2575 Bittern Street NE
 Salem, Oregon 97310

Dear Ms. Hannibal:

This is a letter of support for the Multnomah County Community and Family Services Division (MCCFSD) response to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The County's response represents an alliance with Care Oregon and the Oregon Health Sciences University, and a broad cooperative planning process with providers across Multnomah County. I had the opportunity to directly participate in that planning process, and support with enthusiasm, the goals and values that guide the County's intent and response.

The Garlington Center understands the importance of shared values and commitment with Multnomah County Community and Family Services Division to continue good quality care to persons who are most vulnerable and least empowered to advocate for their behavioral health care needs. We understand that this philosophical agreement is an all-important basis to build a new, flexible and integrated health care system to serve children, families and adults. We believe that the County would invite us and all other providers to fully plan and implement this new system of care. We believe that we would, indeed, participate with the MCCFSD in a true partnership.

Our support for the County's response is unequivocal. We look forward to a positive outcome and a long-term positive relationship as we obtain good health care outcomes for adults, children and families with mental health needs.

Sincerely,

Phyllis S. Paulson
 Acting Executive Director/CEO



**OREGON HEALTH
SCIENCES UNIVERSITY**

3181 S.W. Sam Jackson Park Road, UHN80
Portland, Oregon 97201-3098 (503) 494-8144

School of Medicine, Department of Psychiatry

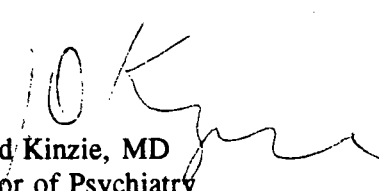
September 7, 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, OR 97310

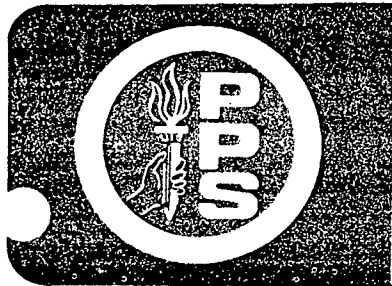
Dear Ms. Hannibal,

I am writing a letter of support for Multnomah County and the Family Services Division in alliance with CareOregon and OHSU to the state's request for the proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. This proposal serves the mental health needs of all CareOregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services. I have participated in some of the meetings and have been involved in this projected and am encouraged by the nature of the process and by the attempts to integrate medical and mental health services. The proposal is a major step in designing a role for the county in collaboration with Oregon Health Plan, i.e., CareOregon and the public and private agencies which serve this vulnerable population. The flexibility and the coordination of the use of resources is very crucial in developing health care in this changing health care environment. I support the county's response to this request for proposal and I look forward to the implementation of the proposal and the potential positive effects with patients with mental health needs.

Sincerely yours,


J. David Kinzie, MD
Professor of Psychiatry
Director of Clinical Services
Department of Psychiatry

JDK/tmr



PORTLAND PUBLIC SCHOOLS

Child Services Center

531 S.E. 14th Avenue / Portland, Oregon 97214

Phone: (503) 280-5840, Ext. 359

SPECIAL EDUCATION

Mary Anne Stowell
Assistant Director

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street N.E.
Salem, Oregon 97310

September 6, 1994

Dear Ms. Hannibal,

I am writing in support of Multnomah County Community and Family Services Division's response in coordination with CareOregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The proposal will serve the mental health needs of all CareOregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services across treatment disciplines and funding streams.

I am supportive of the direction that this response offers us in Multnomah County. I am assured that Multnomah County will work in a collaborative manner with Portland Public Schools and community social service agencies to implement mental health integration in the Oregon Health Plan. These health issues greatly impact Portland Public Schools and the children and families whom we represent.

This proposal is a major step in designing a role for local government in collaboration with the provider network, public schools, Children's Services Division, other community service agencies, and children and families. We are very concerned about the community support to the most vulnerable populations within our city and believe Multnomah County to have the best possibility of serving this group well. Multnomah County will be building upon a flexible system of care, designed through the Partners Project, which has received my participation and support over the last five years.

I support the County's response to the Request for Proposals. I look forward to the implementation of the Proposal and the potentially positive effects it will have for adults, children and families with mental health needs.

Very truly yours,

Mary Anne Stowell
Assistant Director, Special Education

Metro Region

Rosemont

Residential Treatment Center
and School

597 N. Dekum St. □ Portland, OR 97217 □ 503/283-2205 □ Fax 503/285-5004

2 September 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, OR 97310

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DR. LENDON H. SMITH

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DAVID E. ORKNEY
HONORARY

KERMIT WASHINGTON
HONORARY

G. DALE WEIGHT
HONORARY

ALLEN L. HUNT
EXECUTIVE DIRECTOR

Re: Multnomah County
25% Demonstration of
Mental Health Integration

Dear Ms. Hannibal:

I am writing in support of Multnomah County's proposal to deliver services under the Oregon Health Plan 25% demonstration of mental health integration RFP—in alliance with Care Oregon and Oregon Health Sciences University. This proposal coordinates services across treatment disciplines and funding streams, addressing the mental health needs of all Care Oregon enrollees who live in Multnomah County.

I participated in the County work group that provided feedback on policy issues associated with this proposal. I believe it is important to both the County and the State to include the metropolitan area in this pilot. I further believe that the County, the providers and the consumers have forged a strong partnership that builds on our collective experiences with EPSDT, the Partners Project and Target Cities. I am confident that our proposal is workable and worthy of approval.

I urge State approval of Multnomah County's proposal. I look forward to the implementation of this proposal and to the benefits for our population.

Sincerely,



Allen L. Hunt
Executive Director

95014



A nonprofit, tax-exempt charitable corporation. A United Way agency.



WASHINGTON
COUNTY,
OREGON

RECEIVED
SEP 14 1994

September 12, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, Oregon 97310

Dear Ms. Hannibal:

The Washington County Department of Health & Human Services has recently participated in a cooperative regional project with Multnomah County Community and Family Service Division. The Metropolitan Acute Care System pools acute and subacute resources of the three metropolitan counties and jointly manages access to these services for the region. The process for developing this agreement was a complex one which required careful planning, negotiating, and problem solving at multiple levels among the three county systems. The result is an intergovernmental agreement and a regional system of care which has been highly praised for its creative and cooperative approach to resource management.

It is clear that the operational success of the Metropolitan Acute Care System illustrates the capacity and intent of Multnomah County to join its efforts with other entities for the benefit of the mentally ill population. I am confident that the positive working relationships developed in the course of this regional system will continue to be mutually beneficial to both consumers and coordinators of service delivery. The future success of managed care may well depend upon such cooperative regional arrangements.

Please feel free to contact me for additional comments if needed.

Sincerely,

Dian Sharma, Ph.D.
Director
Department of Health & Human Services

Department of Health & Human Services
155 North First Avenue
Hillsboro, Oregon 97124

WIC Nutrition Plan: (503) 640-3555
Health Services: (503) 648-8881

Administration & Planning: (503) 693-4402
FAX: Clinic 693-4522 / Administration 693-4490

TDD: (503) 648-8601
Environmental Health: (503) 648-8722



September 14, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, Oregon 97310

Dear Mary Anne:

We are pleased to send a letter of support for the Multnomah County Proposal on the Mental Health Integration 25 Percent Demonstration RFP.

Multnomah County has been instrumental in providing some new and creative thinking in the area of mental health services and have encouraged and very much supported the development of new services for children and families.

Personally, I would not be comfortable with another entity replacing the County as it is my belief that their mission is to operate a program that will reach out to populations of children and families that are presently not served and/or being presently underserved.

We have a good working relationship with Multnomah County and would encourage you to provide on-going support for their good work in the area of mental health.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary W. MacKendrick", is written over a horizontal line.

Gary W. MacKendrick
Waverly Childrens Home
Clinical Director



3550 S.E. Woodward Street • Portland, OR 97202
503/234-7532 • FAX 503/233-0187





MULTNOMAH COUNTY OREGON

ALCOHOL AND DRUG PROGRAM OFFICE
421 SW 5TH AVENUE, 5TH FLOOR
PORTLAND, OREGON 97204-2218
(503) 248-3691 / FAX (503) 248-3036
TDD (503) 248-3084

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 6, 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern St. NE
Salem, Oregon 97310

Dear Ms. Hannibal:

I am writing in support of Multnomah County Community and Family Service Division's proposal for the Oregon Health Plan 25% demonstration of mental health integration. This proposal, designed in cooperation with CareOregon and OHSU, emphasizes coordinated services for OHP enrollees for health care, mental health and alcohol and drug treatment.

As Manager of the County Alcohol and Drug Program and Project Director of the federally funded treatment improvement project (Portland Target City Project), I have been involved for over a year to advocate for and actualize integration of health care mental health and alcohol and drug treatment. The Multnomah County proposal creates a foundation for both the vertical integration of these service areas but also for horizontal integration of a well-developed provider network. This network has long-term experience in delivering cost-effective care to the population eligible under the Oregon Health Plan. This network also represents a long-term public investment in public human services whose experience and expertise is critically important to serve low-income and high-risk Oregonians in our community.

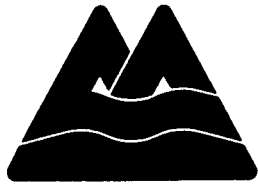
I believe the Multnomah County proposal assures a high level of collaboration among providers, referral organizations, and consumers. It assures adequate integration with other essential human services so necessary to support health and mental health services. It provides a legitimate and active role for public policymakers in the ongoing design, evaluation, and funding of these needed services. It provides an efficient means for integration of funding to continue a coordinated service delivery system for persons who move in and out of eligibility for the Oregon Health Plan while remaining in long term need of mental health or alcohol and drug abuse recovery support.

I have committed resources in the Alcohol and Drug Program to continued support of the development and operation of this proposal and believe it represents an important alternative approach to the complex needs of Oregon's urban county. I urge your positive consideration.

Sincerely,

Norma D. Jaeger, Manager
Alcohol and Drug Program

AN EQUAL OPPORTUNITY EMPLOYER



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
M. TAMARA HOLDEN, DIRECTOR
421 SW. 5TH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-3701 FAX (503) 248-3990

BEVERLY STEIN
COUNTY CHAIR

September 12, 1994

Mary Anne Hannibal
Health Plan Unit
MHDDSD
2575 Bittern Street, NE
Salem, OR 97310

Dear Ms. Hannibal:

I would like to take this opportunity to indicate our department's support for the Multnomah County Community and Family Services Division's response, in alliance with Care Oregon and Oregon Health Sciences University, to the state's RFP for the Oregon Health Plan 25 Percent Demonstration of Mental Health Integration.

Several of our staff have had an opportunity to participate in the planning for this project and we are impressed by the collaboration and partnership that continue to shape the framework for the integration of services across treatment disciplines and funding sources.

This project is especially important to our department as we work with our partner agencies to meet the needs of vulnerable populations. We are confident that the experience gained from other innovative, multi-agency initiatives, such as Target Cities, Partners Project, and EPSDT Program, will produce a positive impact for those with mental health needs.

We look forward to assisting in the development and delivery of services as the proposal is implemented.

Yours truly,

M. Tamara Holden
Director



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION (503) 248-3691
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 6, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street NE
Salem, Oregon 97310

Dear Ms. Hannibal:

I am the program manager for Multnomah County's Community Development Block Grant Program which serves low and moderate income county residents in a variety of federally funded programs. As a result, I am writing in support of Multnomah County Community and Family Services Division's response in alliance with Care Oregon and Oregon Health Sciences University to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The proposal will serve the mental health needs of all Care Oregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services across treatment disciplines and funding sources.

I am assured that Multnomah County will work in a collaborative manner around Oregon Health Plan mental health integration issues which may impact the consumers we represent.

The proposal is a major step in designing a role for local government in collaboration with the provider network, consumer, family, and parent advocates, and the public and private agencies which serve the most vulnerable populations.

I support the County response to the Request for Proposal and the inclusive process that it has generated. I look forward to the implementation of the Proposal and the potentially positive effects it will have for all county residents with mental health needs.

Sincerely,

Cecile Pitts, Program Manager
Community Development Program

**MULTNOMAH COUNTY OREGON**

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 6, 1994

Mary Anne Hannibal, Health Plan Unit
MHDDSD
2575 Bittern Street, N.E.
Salem, OR 97310

Dear Ms. Hannibal,

I am writing in support of Multnomah County Community and Family Division's response in alliance with CareOregon to the State's Request for Proposals for the Oregon Health Plan 25 percent demonstration of mental health integration. The proposal will serve the mental health needs of all CareOregon enrollees who are Multnomah County residents. The proposal emphasizes coordinated services across treatment disciplines and funding streams.

I am supportive of the direction that this responses offers us in Multnomah County. Mental health integration issues certainly impact this Division and the population which we serve and represent. Collaborative efforts to serve county residents, across physical and mental health services is certainly supported by this Division. The flexibility in the use of resources and the role of advocacy for vulnerable populations the County will be able to provide through the Managed Care Organization is crucial in the changing health care environment.

I support the County response to the Request for Proposals and the inclusive process that it has generated. I look forward to the implementation of the Proposal and the potentially positive effects it will have for youth and families with mental health needs in Multnomah County.

Sincerely,

Harold Ogburn

Harold Ogburn, Director
Multnomah County Juvenile Justice Division

place2

MEETING DATE: SEP 22 1994
AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR
TRANSFERS OF TAX FORECLOSED PROPERTIES TO MULTNOMAH
COUNTY TRANSPORTATION DIVISION FOR ROAD RELATED USES

BOARD BRIEFING Date Requested: _____
 Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
 Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

___ INFORMATIONAL ONLY ___ POLICY DIRECTION **XX** APPROVAL ___ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary
impacts, if applicable): *9/22/94 certified true copy and copy
to Rich Payne (picked up)*

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR
PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS
CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO
GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEEDS TO ACCOMPLISH THE TRANSFERS IF APPROVED,
ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICAL:

or

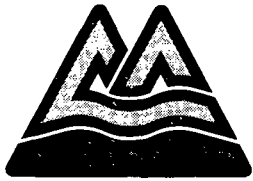
DEPARTMENT MANAGER:

Betsy Willia

BOARD OF
COUNTY COMMISSIONERS
1994 SEP 12 AM 11:05
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO MULTNOMAH COUNTY (TRANSPORTATION
DIVISION) FOR ROAD RELATED USES

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to Multnomah County (Transportation Division) shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT
Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development after the requests by government agencies and N.E.C.D.C. were deducted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to) ORDER 94-176
Multnomah County for Road Related Uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, Multnomah County (Transportation Division) has formally requested transfer of certain properties, described on attached Exhibit A, for road related uses, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon stature and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to Multnomah County, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to Multnomah County for the properties described on Exhibit A, which are located in Multnomah County.



Approved this 22nd day of September, 1994.

BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners

Reviewed By:

for LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY MULTNOMAH COUNTY TRANSPORTATION DIVISION

Multnomah County Tax Title Section

July 27, 1994

Exhibit A

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
08440-0010	PSNTV	STRIP OFF LAND 1 X 50	BOARDWALK	LOT A	\$21.17	\$0.00	\$100.00
08440-0020	PSNTV	ROAD PLUG STRIP OF LAND 1 X 50	BOARDWALK	LOT B	\$21.17	\$0.00	\$100.00
11280-0080	GRESH		BRYN MAWR PARK	TL #17 OF LOT 2	\$27.44	\$0.00	\$100.00
94325-0070	TDAL	STRIP ON SANDY ROAD	SEC 25, 1N 3E	TL #7 0.06 AC	\$34.28	\$0.00	\$300.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$104.06	\$0.00	\$600.00
Count:	4						

Column Header Definitions:

NUMBER = Tax Account Number
NBRHD = Neighborhood

PROP = Property Address
ADDITION = Legal Property Addition

LEGAL1 = Legal Property Description
CANBYFC = Property Taxes & Interest

EXPENSE = County Maintenance Expenses
MARKET = Assessed Value when Foreclosed

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

9.22

NAME

Susan Hathaway-MARXER

ADDRESS

City of Portland

STREET

Park

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-11

SUPPORT

☒

OPPOSE

☐

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

9/20/94

NAME

DAVID L. Medford

ADDRESS

8734 N.W. Wood St.

STREET

Portland, OR 97231-1230

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-11

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

#3

PLEASE PRINT LEGIBLY!

MEETING DATE

9/22/94

NAME

Valerie & Mike Manning

ADDRESS

1421 SE 50th

STREET

Portland

CITY

97215

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-11

SUPPORT

Order overall

OPPOSE

of 1 property

SUBMIT TO BOARD CLERK

MEETING DATE: SEP 22 1994
AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

**SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR
TRANSFERS OF TAX FORECLOSED PROPERTIES TO CITY OF
PORTLAND, BUREAU OF PARKS & RECREATION, FOR PARK AND
OPEN SPACE USES**

BOARD BRIEFING Date Requested: _____
 Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
Time Requested: 9:30 am

DEPARTMENT: Environmental Services **DIVISION:** Assessment & Taxation

CONTACT: Richard Payne **TELEPHONE:** Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary impacts, if applicable): 9/22/94 CERTIFIED TRUE COPY AND COPY TO RICH PAYNE - PICKED UP

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEEDS TO ACCOMPLISH THE TRANSFERS, IF APPROVED,
ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICIAL:

or

DEPARTMENT MANAGER:

Betsy William

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
SEP 12 AM 11:04
APPROVED

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services 

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO CITY OF PORTLAND (BUREAU OF PARKS
AND RECREATION) FOR PARK AND OPEN SPACE USES

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to City of Portland (Bureau of Parks & Recreation) shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT
Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

TAX PROPERTIES REQUESTED BY CITY OF PORTLAND

Multnomah County Tax Title Section

July 27, 1994

AMC 2060 9/22/94

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
54600-1040	LINTN	S OF NW GERMANTOWN RD ON MAYBROOK ST	MAYBROOK & PLAT 2	LOT 3, BLOCK 6	\$81.83	\$0.00	\$900.00
66800-2440	HMSTD	SW CORNER SW 15TH & CURRY ST	PORT.CITY HOMESTEAD	LOTS 3,4,7&8, BLOCK 43	\$925.02	\$0.00	\$10,500.00
83940-3300	LINTN	NW 107TH & NW 4TH NW CORNER	TOWN OF LINNTON	LOTS 9-11, BLOCK 55	\$524.19	\$0.00	\$6,600.00
90720-1310	LINTN	NW SHEPARD ST	WHITWOOD COURT	N OF ALLEY, LOTS 2,3&4, BLOCK 9	\$186.67	\$0.00	\$4,400.00
90720-5470	LINTN	NW MILLS TERR, SW OF 8335 NW WHITNEY ST	WHITWOOD COURT	LOT 1, BLOCK 26	\$29.57	\$0.00	\$1,300.00
91550-0520	LINTN	N OF 5944 NW SALTZMAN RD.	WILLBRIDGE	LOTS 4 & 5, BLOCK 2	\$939.63	\$0.00	\$7,400.00
94105-0240	KENTN	COLUMBIA SLOUGH	SEC 5, 1N 1E	TL #24 1.20 AC	\$20.02	\$0.00	\$700.00
94110-0460	NONE	COLUMBIA SLOUGH	SEC 10, 1N 1E	TL #46 0.85 AC	\$170.00	\$0.00	\$100.00
94111-0030	SUNLD	COLUMBIA SLOUGH	SEC 11, 1N 1E	TL #3 1.94 AC	\$260.97	\$0.00	\$100.00
94112-0350	NONE	COLUMBIA SLOUGH	SEC 12, 1N 1E	TL #35 3.86 AC	\$348.48	\$477.79	\$500.00
96110-0040	LINTN	S OF 8936 NW SKYLINE	SEC 10, 1N 1W	TL #4 0.90 AC	\$154.34	\$0.00	\$4,800.00
96111-0230	LINTN		SEC 11, 1N 1W	TL #23 0.11 AC	\$10.00	\$0.00	\$300.00
96125-0910	FSTPK	NE OF NW THOMPSON RD & SKYLINE	SEC 25, 1N 1W	TL #91 0.53 AC	\$399.53	\$1,481.00	\$3,400.00
99109-0750	HMSTD	ON SW 16TH AVE	SEC 9, 1S 1E	TL #75 0.36 AC	\$4.89	\$0.00	\$1,500.00
99109-1520	HMSTD	ON SW FAIRMOUNT BLVD	SEC 9, 1S 1E	TL #152 0.06 AC	\$1,085.91	\$0.00	\$500.00
99212-1350	PLHST	S OF 15530 & 15606 SE FRANCIS	SEC 12, 1S 2E	TL #400 0.47 AC	\$831.18	\$0.00	\$2,000.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$5,972.23	\$1,958.79	\$45,000.00
Count:	16						

Column Header Definitions:

NUMBER = Tax Account Number

PROP = Property Address

LEGAL1 = Legal Property Description

EXPENSE = County Maintenance Expenses

NBRHD = Neighborhood

ADDITION = Legal Property Addition

CANBYFC = Property Taxes & Interest

MARKET = Assessed Value when Foreclosed

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to) ORDER 94-177
City of Portland for Park and Open Space)
Uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, City of Portland, Bureau of Parks & Recreation, has formally requested transfer of certain properties, described on attached Exhibit A, for park and open space uses, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon stature and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to City of Portland, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to City of Portland for the properties described on Exhibit A, which are located in Multnomah County.

PROVIDED that said properties shall be used and continue to be used by City of Portland for public purposes in the State of Oregon and should the properties cease to be used for public purposes by the City of Portland, the interests of the City of Portland shall automatically terminate and titles shall revert to Multnomah County.

Approved this 22nd day of September, 1994.




BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners

Reviewed By:


for LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY CITY OF PORTLAND

Multnomah County Tax Title Section

SEPTEMBER 22, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
54600-1040	LINTN	S OF NW GERMANTOWN RD ON MAYBROOK ST	MAYBROOK & PLAT 2	LOT 3, BLOCK 6	\$81.83	\$0.00	\$900.00
66800-2440	HMSTD	SW CORNER SW 15TH & CURRY ST	PORT.CITY HOMESTEAD	LOTS 3,4,7&8, BLOCK 43	\$925.02	\$0.00	\$10,500.00
83940-3300	LINTN	NW 107TH & NW 4TH NW CORNER	TOWN OF LINNTON	LOTS 9-11, BLOCK 55	\$524.19	\$0.00	\$6,600.00
91550-0520	LINTN	N OF 5944 NW SALTZMAN RD.	WILLBRIDGE	LOTS 4 & 5, BLOCK 2	\$939.63	\$0.00	\$7,400.00
94105-0240	KENTN	COLUMBIA SLOUGH	SEC 5, 1N 1E	TL #24 1.20 AC	\$20.02	\$0.00	\$700.00
94110-0460	NONE	COLUMBIA SLOUGH	SEC 10, 1N 1E	TL #46 0.85 AC	\$170.00	\$0.00	\$100.00
94111-0030	SUNLD	COLUMBIA SLOUGH	SEC 11, 1N 1E	TL #3 1.94 AC	\$260.97	\$0.00	\$100.00
94112-0350	NONE	COLUMBIA SLOUGH	SEC 12, 1N 1E	TL #35 3.86 AC	\$348.48	\$477.79	\$500.00
96110-0040	LINTN	S OF 8936 NW SKYLINE	SEC 10, 1N 1W	TL #4 0.90 AC	\$154.34	\$0.00	\$4,800.00
96111-0230	LINTN		SEC 11, 1N 1W	TL #23 0.11 AC	\$10.00	\$0.00	\$300.00
96125-0910	FSTPK	NE OF NW THOMPSON RD & SKYLINE	SEC 25, 1N 1W	TL #91 0.53 AC	\$399.53	\$1,481.00	\$3,400.00
99109-0750	HMSTD	ON SW 16TH AVE	SEC 9, 1S 1E	TL #75 0.36 AC	\$4.89	\$0.00	\$1,500.00
99109-1520	HMSTD	ON SW FAIRMOUNT BLVD	SEC 9, 1S 1E	TL #152 0.06 AC	\$1,085.91	\$0.00	\$500.00
99212-1350	PLHST	S OF 15530 & 15606 SE FRANCIS	SEC 12, 1S 2E	TL #400 0.47 AC	\$831.18	\$0.00	\$2,000.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$5,755.99	\$1,958.79	\$39,300.00
Count:	14						

Column Header Definitions:

NUMBER = Tax Account Number

PROP = Property Address

LEGAL1 = Legal Property Description

EXPENSE = County Maintenance Expenses

NBRHD = Neighborhood

ADDITION = Legal Property Addition

CANBYFC = Property Taxes & Interest

MARKET = Assessed Value when Foreclosed

#4

PLEASE PRINT LEGIBLY!

MEETING DATE

9/22

NAME

Les Wilkins

ADDRESS

City of Orem

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R12

SUPPORT

☒ SUBMIT TO BOARD CLERK

OPPOSE

☐

place4

MEETING DATE: SEP 22 1994
AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX FORECLOSED PROPERTIES TO CITY OF GRESHAM, DEPARTMENT OF PARKS & RECREATION, FOR PARK AND OPEN SPACE USES

BOARD BRIEFING Date Requested: _____
 Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
 Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary impacts, if applicable): *9/22/94 certified true copy and copy to Rich Payne - picked up*

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AAN ORDER AND DEEDS TO ACCOMPLISH THE TRANSFER, IF APPROVED, ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICAL: _____

or

DEPARTMENT MANAGER: _____

Betsy Williams

BOARD OF
COUNTY COMMISSIONERS
CLERK
SEP 12 AM 11:05
ALL THOMAS COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO CITY OF GRESHAM (DEPARTMENT OF
PARKS AND RECREATION) FOR PARK AND OPEN SPACE USES

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to City of Gresham (Department of Parks & Recreation) shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to) ORDER 94-178
City of Gresham for Park and Open Space)
Uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, City of Gresham, Department of Parks & Recreation, has formally requested transfer of certain properties, described on attached Exhibit A, for park and open space uses, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon statute and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to City of Gresham, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to City of Gresham for the properties described on Exhibit A, which are located in Multnomah County.

PROVIDED that said properties shall be used and continue to be used by City of Gresham for public purposes in the State of Oregon and should the properties cease to be used for public purposes by the City of Gresham, the interests of the City of Gresham shall automatically terminate and titles shall revert to Multnomah County.



Approved this 22nd day of September, 1994.



BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners

Reviewed By:



LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY CITY OF GRESHAM

Exhibit A

Multnomah County Tax Title Section

July 27, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
24060-0370	GRESH	LANDLOCKED, NE OF 3745 SE 3RD ST GRESH	EL CAMINO	TAXLOT 1 OF LOT 18, BLOCK 1	\$61.89	\$0.00	\$700.00
99311-0500	GRESH	STRIP NEAR SE 257TH	SEC 11, 1S 3E	TL #50 0.17 AC	\$326.36	\$0.00	\$3,000.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$388.25	\$0.00	\$3,700.00
Count:	2						

Column Header Definitions:

NUMBER = Tax Account Number
 NBRHD = Neighborhood

PROP = Property Address

ADDITION = Legal Property Addition

LEGAL1 = Legal Property Description

CANBYFC = Property Taxes & Interest

EXPENSE = County Maintenance Expenses

MARKET = Assessed Value when Foreclosed

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 9/20/94

NAME JOHN PETTIS

CITY OF FAIRVIEW

ADDRESS 300 HARRISON ST.

STREET

FAIRVIEW, OR ~~97024~~ 97024

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-13

SUPPORT ✓ OPPOSE

SUBMIT TO BOARD CLERK

place5

MEETING DATE: SEP 22 1994

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST FOR
TRANSFERS OF TAX FORECLOSED PROPERTY TO CITY OF
FAIRVIEW FOR PARK OR OPEN SPACE USES

BOARD BRIEFING Date Requested: _____
 Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
 Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

 INFORMATIONAL ONLY POLICY DIRECTION XX APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary
impacts, if applicable): 9/22/94 certified true copy and copy to
RICH PAYNE - picked up

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR
PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS
CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO
GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEED TO ACCOMPLISH THE TRANSFER, IF APPROVED,
ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

or

DEPARTMENT MANAGER: _____

Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.

BOARD OF
COUNTY COMMISSIONERS
12 SEP 12 AM '94
CLATSOP COUNTY
OREGON

place5

MEETING DATE: SEP 22 1994

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST FOR
TRANSFERS OF TAX FORECLOSED PROPERTY TO CITY OF
FAIRVIEW FOR PARK OR OPEN SPACE USES

BOARD BRIEFING Date Requested: _____
 Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
 Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary
impacts, if applicable): 9/22/94 CERTIFIED true copy and copy to
RICH PAYNE - picked up

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR
PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS
CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO
GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEED TO ACCOMPLISH THE TRANSFER, IF APPROVED,
ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICAL:

or

DEPARTMENT MANAGER:

Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
SEP 12 AM 11:05



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUEST FOR TRANSFER OF TAX
FORECLOSED PROPERTY TO CITY OF FAIRVIEW FOR PARK OR OPEN
SPACE USE

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject request for transfer of tax foreclosed property, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to City of Fairview shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Request for)
Transfer of Tax Foreclosed Property to)
City of Fairview for Park or Open Space)
Uses)

ORDER 94-179

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, City of Fairview has formally requested transfer of certain property, described on attached Exhibit A, for park or open space use, and

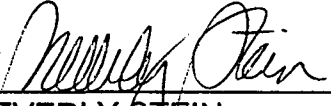
WHEREAS, after holding a public hearing on the requested transfer, as required by State of Oregon stature and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfer of tax foreclosed property to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers property described on attached Exhibit A, without monetary consideration, to City of Fairview, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying title to City of Fairview for the property described on Exhibit A, which is located in Multnomah County.

PROVIDED that said property shall be used and continue to be used by City of Fairview for public purposes in the State of Oregon and should the property cease to be used for public purposes by the City of Fairview, the interests of the City of Fairview shall automatically terminate and title shall revert to Multnomah County.

Approved this 22nd day of September, 1994.



BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners



Reviewed By:



LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY CITY OF FAIRVIEW

Multnomah County Tax Title Section

July 27, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
-----	-----	-----	-----	-----	-----	-----	-----
94328-0240	FAIRV	STRIP ON NE HALSEY	SEC 28, 1N 3E	TL #24 0.26 AC	\$73.69	\$0.00	\$600.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$73.69	\$0.00	\$600.00
Count:	1						

Column Header Definitions:

NUMBER = Tax Account Number PROP = Property Address LEGAL1 = Legal Property Description EXPENSE = County Maintenance Expenses
 NBRHD = Neighborhood ADDITION = Legal Property Addition CANBYFC = Property Taxes & Interest MARKET = Assessed Value when Foreclosed

#1
PLEASE PRINT LEGIBLY!

MEETING DATE

9/22

NAME

Jeanette Sander

ADDRESS

Housing Authority of Portland

STREET

135 SW ~~10th~~ Ash

CITY

Portland 97204

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-14

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

place6

MEETING DATE: SEP 22 1994
AGENDA NO: R-14

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX FORECLOSED PROPERTIES TO THE HOUSING AUTHORITY OF PORTLAND FOR LOW INCOME HOUSING DEVELOPMENT

BOARD BRIEFING Date Requested: _____
Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary impacts, if applicable): *9/22/94 certified true copy & copy to Rich Payne - picked up*

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEED TO ACCOMPLISH THE TRANSFERS, IF APPROVED, ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

or

DEPARTMENT MANAGER: _____

Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 SEP 12 AM 11 04



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO HOUSING AUTHORITY OF PORTLAND
FOR LOW INCOME HOUSING DEVELOPMENT

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to the Housing Authority of Portland shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

TAX PROPERTIES REQUESTED BY HOUSING AUTHORITY OF PORTLAND

Multnomah County Tax Title Section

July 27, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
05630-0470	STJHN	FORMER 10036 N OSWEGO	BARTONS ADD	LOT 4, BLOCK 3	\$4,472.44	\$477.50	\$6,400.00
26080-1720	LENTS	SE 86TH AVE, 40' N OF 8601 SE WOODSTOCK	EVELYN	LOT 9, BLOCK 9	\$2,205.09	\$569.25	\$16,700.00
41390-0290	VERNON	S OF 5421 NE 25TH AVE	INA PARK	LOT 15, BLOCK 1	\$210.65	\$1,596.27	\$6,000.00
41390-3990	CNCDA	N OF 5261 NE 25TH AVE	INA PARK	LOT 19, BLOCK 10	\$2,289.96	\$96.00	\$3,600.00
75270-1100	SLWMR	FORMER 8024 SE 7TH AVE	SELLWOOD	LOT 6, BLOCK 14	\$4,855.81	\$24,959.19	\$18,300.00
94234-2570	HZLWD	11100 E BURNSIDE ST	SEC 34 1N 2E	TL #257 0.21 AC	\$11,123.02	\$1,692.10	\$39,900.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$25,156.97	\$29,390.31	\$90,900.00

Total:

Count:

6

Column Header Definitions:

NUMBER = Tax Account Number
 NBRHD = Neighborhood

PROP = Property Address
 ADDITION = Legal Property Addition

LEGAL1 = Legal Property Description
 CANBYFC = Property Taxes & Interest

EXPENSE = County Maintenance Expenses
 MARKET = Assessed Value when Foreclosed

Amended
 9/22/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to) ORDER 94-180
the Housing Authority of Portland for)
Low Income Housing Development)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, the Housing Authority of Portland has formally requested transfers of certain properties, described on attached Exhibit A, for low income housing development, and

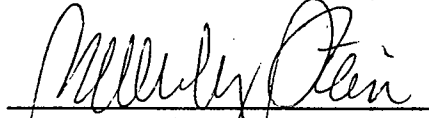
WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon statute and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to the Housing Authority of Portland, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to the Housing Authority of Portland for the properties described on Exhibit A.

PROVIDED that said properties shall be used and continue to be used by the Housing Authority of Portland for low income housing in the State of Oregon, and meet all conditions of ownership, lease or rental, and fulfill reconstruction or construction time requirements, as spelled out in the deed of conveyance. Should the property uses cease to meet all these requirements, the interests of the Housing Authority of Portland shall automatically terminate and titles to the properties shall revert to Multnomah County.

Approved this 22nd day of September, 1994.


BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners

Reviewed By:


LAURENCE KRESSEL
Multnomah County Counsel



TAX PROPERTIES REQUESTED BY HOUSING AUTHORITY OF PORTLAND
Multnomah County Tax Title Section
SEPTEMBER 22, 1994

Exhibit A

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
05630-0470	STJHN	FORMER 10036 N OSWEGO	BARTONS ADD	LOT 4, BLOCK 3	\$4,472.44	\$477.50	\$6,400.00
41390-0290	VERNON	S OF 5421 NE 25TH AVE	INA PARK	LOT 15, BLOCK 1	\$210.65	\$1,596.27	\$6,000.00
41390-3990	CNCDA	N OF 5261 NE 25TH AVE	INA PARK	LOT 19, BLOCK 10	\$2,289.96	\$96.00	\$3,600.00
75270-1100	SLWMR	FORMER 8024 SE 7TH AVE	SELLWOOD	LOT 6, BLOCK 14	\$4,855.81	\$24,959.19	\$18,300.00
94234-2570	HZLWD	11100 E BURNSIDE ST	SEC 34 1N 2E	TL #257 0.21 AC	\$11,123.02	\$1,692.10	\$39,900.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$22,951.88	\$28,821.06	\$74,200.00
Count:	5						

Column Header Definitions:

NUMBER = Tax Account Number PROP = Property Address LEGAL1 = Legal Property Description EXPENSE = County Maintenance Expenses
NBRHD = Neighborhood ADDITION = Legal Property Addition CANBYFC = Property Taxes & Interest MARKET = Assessed Value when Foreclosed

DON'T
SPEAK

PLEASE PRINT LEGIBLY!

MEETING DATE

9/22/94

NAME

David Nemo

ADDRESS

1120 SW 15th

STREET

Portland 97204

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

12-15

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

9/22/94

NAME

Nerys Hunter

ADDRESS

STREET

CITY

1120 SW Rfth

Portland

97204

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-15

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 9/22/94

NAME Diane Meisenhelter / sabin@dc

ADDRESS 2517 NE Ashburton

STREET Portland 97211

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # 1215

SUPPORT X **OPPOSE**

SUBMIT TO BOARD CLERK

place7

MEETING DATE: SEP 22 1994
AGENDA NO: R-15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX FORECLOSED PROPERTIES TO THE PORTLAND DEVELOPMENT COMMISSION FOR LOW INCOME HOUSING DEVELOPMENT

BOARD BRIEFING Date Requested: _____
Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary impacts, if applicable): 9/22/94 certified true copies, copies & original deed to RICH PAYNE (picked up)

COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEED TO ACCOMPLISH THE TRANSFERS, IF APPROVED, ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

or

DEPARTMENT MANAGER: _____

Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 SEP 12 AM 11:04



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO PORTLAND DEVELOPMENT COMMISSION
FOR LOW INCOME HOUSING DEVELOPMENT

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to Portland Development Commission shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to) ORDER 94-181
Portland Development Commission for)
Low Income Housing Development)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, City of Portland, acting by and through the PORTLAND DEVELOPMENT COMMISSION, its duly designated Urban Renewal Agency, has formally requested transfer of certain properties, described on attached Exhibit A, for low income housing development, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon statute and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.


NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to Portland Development Commission, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to City of Portland, acting by and through the PORTLAND DEVELOPMENT COMMISSION, its duly designated Urban Renewal Agency, for the properties described on Exhibit A.

PROVIDED that said properties shall be used and continue to be used by Portland Development Commission for low income housing in the State of Oregon, and meet all conditions of ownership, lease or rental, and fulfill reconstruction or construction time requirements, as spelled out in the deed of conveyance. Should the property uses cease to meet all these requirements, the interests of Portland Development Commission shall automatically terminate and titles to the properties shall revert to Multnomah County.

Approved this 22nd day of September, 1994.


BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners


for LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY PORTLAND DEVELOPMENT COMMISSION

Multnomah County Tax Title Section

July 27, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
01050-0050	KING	4316 NE GARFIELD	ALBINA HOMESTEAD	LOT 5, BLOCK A	\$6,750.57	\$1,492.67	\$11,100.00
24230-0650	VERNON	4830 NE 29TH AVE	ELBERTA	LOTS 7 & 8, BLOCK 4	\$3,078.73	\$3,969.58	\$22,500.00
38430-0010	KING	ADJ 4704 NE MARTIN LUTHER KING JR BLVD	HIGHLAND	LOT 1, BLOCK 1	\$4,177.33	\$282.50	\$13,300.00
38430-0030	KING	FORMER 4704 NE MLK JR. BLVD.	HIGHLAND	LOT 3, BLOCK 1	\$7,214.96	\$715.50	\$12,700.00
38430-0040	KING	4622 NE MARTIN LUTHER KING JR BLVD	HIGHLAND	LOT 4, BLOCK 1	\$3,141.62	\$802.42	\$38,300.00
49280-0600	CNCDA	4820 NE 26TH AVE	LESTER PARK	LOT 9, BLOCK 3	\$8,279.16	\$9,082.02	\$23,500.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$32,642.37	\$16,344.69	\$121,400.00
Count:	6						

Column Header Definitions:

NUMBER = Tax Account Number
 NBRHD = Neighborhood

PROP = Property Address
 ADDITION = Legal Property Addition

LEGAL1 = Legal Property Description
 CANBYFC = Property Taxes & Interest

EXPENSE = County Maintenance Expenses
 MARKET = Assessed Value when Foreclosed

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, the Grantor, conveys to the CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION, ITS DULY DESIGNATED URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon, the Grantee, the following described properties located within the City of Portland, Multnomah County, Oregon. These transfers are without monetary consideration.

<u>Addition</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Account Number</u>	<u>Deed Number</u>
Albina Homestead	5	A	01050-0050	D951070
Elberta	7 & 8	4	24230-0650	D951071
Highland	1	1	38430-0010	D951072
Highland	3	1	38430-0030	D951073
Highland	4	1	38430-0040	D951074
Lester Park	9	3	49280-0600	D951075

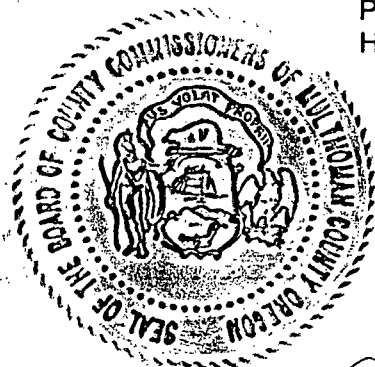
Provided that said properties shall developed for housing that shall be sold, transferred, leased or rented to person(s) or entity qualified as "low income families", as defined in Section 3(b) of the United States Housing Act of 1937 and the most recent adjustment schedule published by the U.S. Department of Housing and Urban Development for the applicable area.

Also provided that said ownership of said properties shall be for owner occupancy only, for a period of not less than five (5) continuous years from date of first occupancy; lease or rental of said properties shall be for a period of not less than ten (10) continuous years from date of first occupancy; or special needs housing shall be for a period of not less than five (5) years from date of first occupancy.

Also provided that renovation, rehabilitation or construction of said properties shall be completed within thirty-six (36) months of the date of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:
Portland Development Commission 1120 SW 5th Avenue Room 1100
Housing Department Portland, OR 97204



MULTNOMAH COUNTY

Dated this 22nd day of September, 1994.

By:

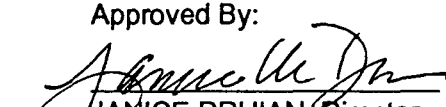

BEVERLY STEIN
Multnomah County Chair

Reviewed By:

for


LAURENCE KRESSEL
Multnomah County Counsel

Approved By:


JANICE DRUIHAN, Director
Division of Assessment & Taxation

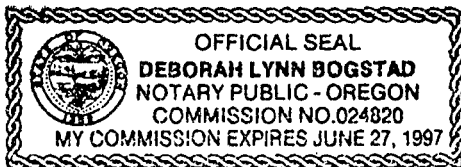
STATE OF OREGON

COUNTY OF MULTNOMAH

)
) ss
)

On this 22nd day of September, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair of Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon

After recording mail to: Beverly Scott, A&T Division, 610 SW Alder St., Portland, OR 97205

#4

PLEASE PRINT LEGIBLY!

MEETING DATE

9/22/94

NAME

MICHAEL H. TROWER

ADDRESS

NECDC

414 N. VANCOUVER AV.

STREET

PORTLAND, OR.

CITY

97217

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-16

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 9-22-94

NAME Gabriel Berg

ADDRESS 4135 NE Alameda

STREET Portland

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-16

SUPPORT **OPPOSE** X

SUBMIT TO BOARD CLERK

place8

MEETING DATE: SEP 22 1994

AGENDA NO: R-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX FORECLOSED PROPERTIES TO NORTHEAST COMMUNITY DEVELOPMENT CORPORATION FOR LOW INCOME HOUSING DEVELOPMENT

BOARD BRIEFING Date Requested: _____
Time Requested: _____

REGULAR MEETING Date Requested: September 22, 1994
Time Requested: 9:30 am

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Richard Payne TELEPHONE: Extention 3632

BLDG/RM: 412/206

PERSON(S) MAKING PRESENTATION: None

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal / budgetary impacts, if applicable):

9/22/94 certified true copies, copies & ORIGINAL DEED TO RICH PAYNE (picked up)
COUNTY ORDINANCE REQUIRES THAT A HEARING BE HELD TO HEAR PUBLIC TESTIMONY PRIOR TO BOARD OF COUNTY COMMISSIONERS CONSIDERING DONATION OF TAX FORECLOSED PROPERTIES TO GOVERNMENT AGENCIES OR NON-PROFIT CORPORATIONS.

AN ORDER AND DEED TO ACCOMPLISH THE TRANSFERS, IF APPROVED, ARE ATTACHED FOR SIGNATURE.

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

or

DEPARTMENT MANAGER: _____

Betsy Wallia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk, 248-3277 or 248-5222.

BOARD OF
COUNTY COMMISSIONERS
1994 SEP 12 AM 11:04
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICHARD C. PAYNE
Department of Environmental Services

DATE: SEPTEMBER 8, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 22, 1994

SUBJECT: IN THE MATTER OF APPROVING REQUESTS FOR TRANSFERS OF TAX
FORECLOSED PROPERTIES TO NORTHEAST COMMUNITY DEVELOPMENT
CORPORATION FOR LOW INCOME HOUSING DEVELOPMENT

I. RECOMMENDATION / ACTION REQUESTED:

That the Board of County Commissioners receive public testimony concerning the subject requests for transfers of tax foreclosed properties, for no monetary consideration, from Multnomah County's Tax Title Section and decide whether the requested transfers to Northeast Community Development Corporation shall be approved.

II. BACKGROUND / ANALYSIS:

On April 1, 1994, in accordance with State statutes and County ordinances, certain tax foreclosed properties were offered to Northeast Community Development Corporation and all governmental agencies within Multnomah County for possible acquisition for development of low income housing, parks or open spaces for County residents.

Applications for transfer of tax foreclosed properties were received by the County from qualified applicants on or before May 6, 1994, and formal requests were received on or before July 15, 1994. There were no duplication of requests for properties.

AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT
Page 2

III. FINANCIAL IMPACT:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests, preparation of Board documents, newspaper publications and legal transfer documents.

IV. LEGAL ISSUES:

No legal issue is expected to develop as result of this action.

V. CONTROVERSIAL ISSUES:

No public controversy is expected as result of approving these transfer requests.

VI. LINK TO CURRENT COUNTY POLICIES:

There are no conflicts with County policies.

VII. CITIZEN PARTICIPATION:

Notices of this public hearing were published in the Oregonian for two successive weeks prior to the hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to government agencies for possible transfer.

Officials of Multnomah County's Affordable Housing Development Program have reviewed all final requests for transfers of tax foreclosed properties to Government Agencies and N.E.C.D.C. and have voiced no complaints. Forty-eight properties were made available, through the Affordable Housing Development Program, to local non-profit corporations for low income housing development, after the requests by government agencies and N.E.C.D.C. were deducted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests for)
Transfers of Tax Foreclosed Properties to)
Northeast Community Development)
Corporation for Low Income Housing)
Development)

ORDER 94-182

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public uses, and

WHEREAS, Northeast Community Development Corporation has formally requested transfers of certain properties, described on attached Exhibit A, for low income housing development, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon stature and Multnomah County ordinance, the Multnomah County Board of County Commissioners finds the requested transfers of tax foreclosed properties to serve the public interest.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby transfers properties described on attached Exhibit A, without monetary consideration, to Northeast Community Development Corporation, and

It is further ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying titles to Northeast Community Development Corporation for the properties described on Exhibit A.

PROVIDED that said properties shall be used and continue to be used by Northeast Community Development Corporation for low income housing in the State of Oregon; meet all conditions of ownership, lease or rental; fulfill reconstruction or construction time requirements; and continue to receive funding under the Nehemiah Housing Opportunity Program, as spelled out in the documents of conveyance. Should the property uses cease to meet all these requirements, the interests of the Northeast Community Development Corporation shall automatically terminate and titles to the properties shall revert to Multnomah County.

Approved this 22nd day of September, 1994.



BEVERLY STEIN
Chair of the Multnomah County
Board of Commissioners



for LAURENCE KRESSEL
Multnomah County Counsel

TAX PROPERTIES REQUESTED BY NORTHEAST COMMUNITY DEVELOPMENT CORP.

Exhibit A

Multnomah County Tax Title Section

July 28, 1994

NUMBER	NBRHD	PROP	ADDITION	LEGAL1	CANBYFC	EXPENSE	MARKET
01050-1280	KING	FORMER 3924 NE GARFIELD	ALBINA HOMESTEAD	S 1/2 LOT 11, BLOCK 3	\$116.66	\$647.94	\$3,000.00
01050-3470	BOISE	104 NE BEECH ST	ALBINA HOMESTEAD	W 1/2 OF LOTS 15 & 16, BLOCK 15	\$4,466.23	\$1,617.94	\$11,000.00
12690-0220	VERNON	FORMER 5305 NE 11TH AVE	CAESAR PARK	LOT 8, BLOCK 2	\$2,163.02	\$170.00	\$400.00
16390-2210	HMBLT	BTWN 4805 & 4827 N BORTHWICK	CLIFFORD ADD	LOT 7, BLOCK 12	\$1,273.62	\$3,071.91	\$2,200.00
38430-0450	KING	FORMER 735 NE GOING	HIGHLAND	E 1/2 OF LOTS 7 & 8, BLOCK 4;	\$1,200.14	\$920.14	\$900.00
38460-4910	KING	5514 NE 12TH AVE	HIGHLAND PARK	LOT 3, BLOCK D	\$8,017.42	\$13.00	\$30,600.00
49730-2720	KING	617 NE SHAVER ST	LINCOLN PARK ANNEX	EAST 36' OF LOT 8, BLOCK 17	\$1,791.61	\$160.00	\$10,300.00
61150-3890	KING	1112 NE PRESCOTT ST	NORTH IRVINGTON	LOT 1, BLOCK 25	\$5,183.68	\$140.00	\$12,800.00
72500-1070	KING	736 NE ROSELAWN ST.	ROSELAWN	LOT 22, BLOCK 7	\$2,368.91	\$197.50	\$8,700.00
75420-0130	KING	FORMER 1315 NE SUMNER ST	SERENE PARK	LOTS 3&4, BLOCK 2	\$3,099.43	\$160.00	\$1,800.00
86070-0650	VERNON	N OF 5332 NE 16TH AVE	VERNON	LOT 6, BLOCK 4	\$465.48	\$2,058.98	\$6,900.00
86070-4710	VERNON	5106 NE 16TH AVE	VERNON	LOT 4, BLOCK 26	\$5,013.97	\$160.00	\$31,000.00
=====	=====	=====	=====	=====	=====	=====	=====
Total:					\$35,160.17	\$9,317.41	\$119,600.00

Count: 12

Column Header Definitions:

NUMBER = Tax Account Number PROP = Property Address LEGAL1 = Legal Property Description EXPENSE = County Maintenance Expenses
 NBRHD = Neighborhood ADDITION = Legal Property Addition CANBYFC = Property Taxes & Interest MARKET = Assessed Value when Foreclosed

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, The Grantor, conveys to NORTHEAST COMMUNITY DEVELOPMENT CORPORATION, an Oregon non-profit corporation, the Grantee, the following described properties located within the City of Portland, Multnomah County, Oregon. These transfers are without monetary consideration.

<u>Addition</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Account Number</u>	<u>Deed Number</u>
Albina Homestead	south 1/2 of 11	3	01050-1280	D951052
Albina Homestead	west 1/2 of 15 & 16	15	01050-3470	D951053
Caesar Park	8	2	12690-0220	D951054
Clifford Add	7	12	16390-2210	D951055
Highland	east 1/2 of 7 & 8 and east 1/2 of south 10' of 9	4	38430-0450	D951056
Highland Park	3	D	38460-4910	D951069
Lincoln Park Annex	east 36' of 8	17	49730-2720	D951057
North Irvington	1	25	61150-3890	D951058
Roselawn	22	7	72500-1070	D951059
Serene Park	3 & 4	2	75420-0130	D951060
Vernon	6	4	86070-0650	D951061
Vernon	4	26	86070-4710	D951062

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:
NORTHEAST COMMUNITY DEVELOPMENT CORPORATION
4114 North Vancouver Avenue; Portland, OR 97217



MULTNOMAH COUNTY

Dated this 22nd day of September, 1994.

By:

Beverly Stein
BEVERLY STEIN
Multnomah County Chair

Reviewed By:

Laurence Kressel
for LAURENCE KRESSEL
Multnomah County Counsel

Approved By:

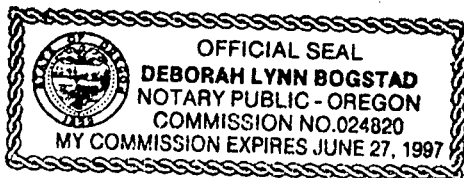
Janice Druihan
JANICE DRUIHAN, Director
Division of Assessment & Taxation

STATE OF OREGON
COUNTY OF MULTNOMAH

)
) ss
)

On this 22nd day of September, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair of Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon

After recording mail to: Beverly Scott, A&T Division, 610 SW Alder St., Portland, OR 97205